

CHARTER CONTRACT

between
Novation Education Opportunities
3432 Denmark Avenue Suite #130 Eagan, MN 55123
and
Escuela Éxitos
4741 Zealand Ave. N., New Hope, MN 55428

This Agreement is between the Novation Education Opportunities and Escuela Éxitos.

SECTION 1. TERMS OF AGREEMENT.

Effective date: July 1, 2026

Expiration date: June 30, 2029

1.1 Survival of Terms. The following clauses survive the expiration or cancellation of this

Agreement: 1. Liability; 2. State and Federal Audits; 3. Government Data Practices and Intellectual Property; 4. Publicity and Endorsement; 5. Governing Law, Jurisdiction, and Venue; 6. Data Disclosure; and 7. Dissolution.

1.2 The Addendum to this Agreement is incorporated into and made part of this Agreement.

This Agreement has the following Addendum items:

- 1.2.1 A declaration that the charter school will carry out the primary purpose in Minn. Stat. § 124E.01, subdivision 1 and indicate how the school will report its implementation of the primary purpose to its authorizer, per Minn. Stat. § 124E.10, subdivision 1(a)(1).
 - a. The primary purpose of mission driven charter schools is to improve the learning, achievement, and success of all students.
 - b. How the school will report its implementation of the primary purpose must be explicitly stated in the charter contract.
- 1.2.2 A declaration of the additional purpose or purposes in Minn. Stat. § 124E.01, subdivision 1 that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer per Minn. Stat. § 124E.10, subdivision 1(a)(2).
- 1.2.3 A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve, per Minn. Stat. § 124E.10, subdivision 1(a)(3).
- 1.2.4 A statement of the school's admission policies and procedures per Minn. Stat. § 124E.10, subdivision 1(a)(4).
- 1.2.5 A school governance, management, and administration plan per Minn. Stat. § 124E.10, subdivision 1(a)(5).
- 1.2.6 Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools, per Minn. Stat. § 124E.10, subdivision 1(a)(6).
- 1.2.7 The criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b), per Minn. Stat. § 124E.10, subdivision 1(a)(7).
- 1.2.8 For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3, per Minn. Stat. § 124E.10, subdivision 1(a)(8). This element does not apply to new school or change in authorizer contracts.

- 1.2.9 Types and amounts of insurance liability coverage the charter school must obtain, consistent with Minn. Stat.124E.03, subdivision 2(d), per Minn. Stat.124E.10, subdivision 1(a)(9). Minn. Stat.§124E.03, subdivision 2(d) notes that a charter school is a district for the purposes of tort liability under chapter 466. Chapter 466.04 details the specific required insurance amounts.
- 1.2.10 Consistent with Minn. Stat.§124E.09, paragraph (d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation: 1) the authorizer and its officers, agents, and employees; and 2) notwithstanding 3.736, the commissioner and department officers, agents, and employees; per Minn. Stat.§124E.10, subdivision 1(a)(10).
- 1.2.11 The term of the contract, which for an initial contract may be up to five years plus a preoperational planning period, or for a renewed contract or a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial, and operational performance per Minn. Stat.§124E.10, subdivision 1(a)(11).
- 1.2.12 How the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under Minn. Stat.§§125A.03 to 125A.24, and 125A.65, and a description of the financial parameters within which the charter school will provide the special instruction and services to children with a disability, per Minn. Stat.§124E.10, subdivision 1(a)(12).
- 1.2.13 The specific conditions for contract renewal that identify performance of all students under the primary purpose of Minn. Stat.§124E.01, subdivision 1, as the most important factor in determining whether to renew the contract, per Minn. Stat.§124E.10, subdivision 1(a)(13).
- 1.2.14 The additional purposes under Minn. Stat.§124E.01, subdivision 1, and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract, per Minn. Stat.§124E.10, subdivision 1(a)(14).
- 1.2.15 Per Minn. Stat.§124E.10, subdivision 1(b), the plan for an orderly closing of the school under chapter 317A, that establishes the responsibilities of the school board of directors and the authorizer, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract. The plan must establish who is responsible for: (1) notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure; (2) providing parents of enrolled students information and assistance to enable the student to re-enroll in another school; (3) transferring student records under Minn. Stat.§124E.03, subdivision 5, paragraph (b), to the student's resident school district; and (4) closing financial operation.
- 1.2.16 The agreed-upon fee structure the authorizer will annually assess the school, per Minn. Stat.§124E.10, subdivision 3(b).
- 1.2.17 The plan to address any outstanding obligations from the previous contract.
- 1.2.18 The charter school board membership roster as of the first day of the contract.
- 1.2.19 Copy of charter school's Certificate of Incorporation or Good Standing issued by the Minnesota Secretary of State's Office.
- 1.2.20 Copy of charter school's Articles of Incorporation that includes stamped date of filing.
- 1.2.21 Copy of the charter school's (signed) bylaws adopted and approved by the charter school's board of directors.
- 1.2.22 NEO Policy for Schools Contracting with a Service Provider (Education Management Organization or Charter Management Organization) if applicable.

SECTION 2. DEFINITIONS. For purposes of this Agreement, and in addition to the terms defined throughout this Agreement, each of the following words or expressions whenever initially capitalized, shall have the meaning set forth in this section:

- 2.1. "Agreement" means this contract between the Authorizer and the School as required by Minnesota Charter School Law, Minn. Stat. §124E.
- 2.2. "Applicable Law" means all state and federal laws and rules applicable to Minnesota Charter Schools and any regulations and guidelines issued pursuant to those laws and rules. This includes changes made to Applicable Law by Congress, Minnesota Legislature and/or appropriate federal and state agencies.
- 2.3. "Affidavit" means the School Affidavit and supporting documentation that was submitted by the Authorizer and the School to and approved by the Minnesota Department of Education ("Department") for the Authorizer to grant the charter to the School. The Affidavit is incorporated by reference into this Agreement.
- 2.4. "Approval" means the approval by the Education Commissioner for the Authorizer to grant a charter to the School (includes charter contract renewals).
- 2.5. "Charter Law" means the Minn. Stat. §124E *et seq.*, as amended, and any rules or regulations adopted by the Education Commissioner relating to this law.
- 2.6. The "School" refers to the School identified above.
- 2.7. The "Location" means the city or cities identified in the Affidavit in which the School was approved to open or subsequently approved by the Authorizer based on need and demand.
- 2.8. "Charter School Board" means the Board of Directors established to govern the School, as required under Minn. Stat. §124E.
- 2.9. The "Authorizer" refers to the Authorizer listed above.
- 2.10. "Education Commissioner" means the Commissioner of the Minnesota Department of Education or his or her designee.
- 2.11. "Department" means the Minnesota Department of Education.
- 2.12. "State" means the State of Minnesota.
- 2.13. "School Information" includes all educational data, as defined in Minn. Stat. §13.32; any and all data related to employees; any and all complaints filed by the School as required by federal and state law and all complaints filed against the School or any of its employees; any and all investigative files and the results of any investigations; any and all financial information as required to be disclosed under the Minnesota Data Practices Act; and any data or other information that the Authorizer deems reasonably necessary to carry out its role.
- 2.14. "Captions". The captions and headings used in this Agreement are for convenience only and shall not be used in construing the provisions of this Agreement.

SECTION 3. PURPOSE OF SCHOOL; DESCRIPTION OF THE PROGRAM; PERFORMANCE INDICATORS AND EVALUATION.

- 3.1. Purpose of the School and Description of the Program. The School will be organized and operated to achieve the purpose(s) and program of the School as stated in the School's Affidavit based on need and demand in the Location identified, subsequent approved amendments and agreements to the Affidavit, terms of this Agreement, and as provided for in the Minnesota Charter Law. The School's program is described in the Affidavit and subsequent approved amendments and agreements. The School agrees to operate in a manner consistent with the Affidavit and Agreement and amendments and agreements approved by the Authorizer.
- 3.2. Performance Indicators and Evaluation.
 - 3.2.1. Graduation Standards. If applicable, the School will comply with the requirements as defined by Minnesota Statutes and the School will document the levels of student performance on the state assessments developed and administered by the Department.
 - 3.2.2. The School will comply with all responsibilities and obligations and their implementing regulations established by the U.S. Department of Education, including as applicable, but not limited to, participating in statewide assessments, meeting public and parent reporting requirements, and implementing School improvement plans and reporting requirements if the School is identified for improvement. The School will comply with all requirements to the degree it pursues, qualifies for and benefits from Federal funding. This includes programs required for multilingual learners of English language and all other focus populations. The School will fulfill program requirements, financial management, reporting, and accounting for each active Federal program and will comply with all Minnesota Statutes and applicable rules implemented pursuant to Federal programs in Minnesota.
 - 3.2.3. *Individuals with Disabilities Education Act (IDEA)*. The School will comply with Minnesota Statutes Chapters 125A and 124E, all applicable rules implemented pursuant to these chapters, and all Federal and State law relating to the education of students with disabilities. Consistent with the provisions of Minn. Stat. Chapter 124E, the financial parameters within which the School will operate to provide special education instruction and related services to students with disabilities will be based on the individual needs of the student, as defined by the student's evaluation and by the instruction and related services specified in the student's Individual Education Plan ("IEP").
 - 3.2.4. Identifying Goals and Performance Indicators. The School and the Authorizer agree that the School's operation under the Agreement shall be measured by the School performance indicators set forth in this Agreement including academic outcomes for individual students and for the School as a whole, and standards for governance, financial management, and School operation. Academic outcomes will be assessed using multiple indicators as defined in the School's Performance Framework.

- 3.2.4.1. The School will measure the students' academic levels of performance and the School will provide the Authorizer this information as baseline data for the purpose of defining academic and nonacademic outcomes to measure School performance as described in the Agreement. Program goals must meet requirements for teacher evaluation and peer review and address staff development efforts, student attendance, student retention, and graduation rates (in the high schools). The School program and specific academic and nonacademic outcomes that pupils must achieve will be clearly defined by the Performance Indicators in the School's Performance Framework and Implementation Guide and will be used as the basis for contract renewal decisions.
- 3.2.5. Annual Report(s). The School will file an Annual Report with the Authorizer per Minn. Stat. §124E that contains all information required by the Authorizer and the Education Commissioner. The Annual Report will be filed by due dates identified in Charter Law. The Authorizer will review the Annual Report and may provide written comment to the School as necessary to support the School with compliance. The School will publish and/or submit all other reports, including but not limited to the Comprehensive Achievement and Civic Readiness Report, Plan, and Summary as required by the Education Commissioner.
- 3.2.6. Annual Report Dissemination. The School will disseminate the Annual Report to the families of students attending the School and post the report on the School's website.
- 3.2.7. If the state requires the School to develop and implement an educational improvement plan that could be a School Improvement Plan for example, the School will provide NEO a copy of its educational improvement plan not later than October 1st of each School year. The Authorizer may review and comment on the educational improvement plan. The School will provide the Authorizer with the Education Commissioner's review and comment, if any is received.

SECTION 4. LEGAL STRUCTURE.

4.1. Legal Structure

- 4.1.1. Nonprofit Status. The School is organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended.
- 4.1.2. Articles of Incorporation. The School's Articles of Incorporation are an implied part of this Agreement. The School represents that, as of the date of this Agreement, the Articles of Incorporation of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.
- 4.1.3. Bylaws. The School's bylaws are an implied part of this Agreement. The School will notify the Authorizer within thirty (30) calendar days of any amendments to the bylaws. The School represents that, as of the date of this Agreement, the bylaws of the School set forth in the Agreement Addendum are accurate and have not been otherwise altered or amended.
- 4.1.4. The School is subject to Minn. Stat. §124E and any other statutes and rules that derive from or pertain to the operation of this entity.
- 4.1.5. The Authorizer documents and respects any autonomy conferred on the School by statute or law as exemptions from regulations or requirements.
- 4.1.6. Learning Environments and Leased Space. The School may lease space from any organization as it deems necessary in the Location identified in the Affidavit or subsequently approved by the Authorizer based on need and demand, within provisions of Minn. Stat. §124E. The School will submit a lease-aid application to the Department for approval prior to opening the School and each subsequent year. The School will provide a copy of that application when submitted to the Department, as well as the Department's decision, to the Authorizer. The School will provide to the Authorizer any notice of lease termination within five (5) calendar days of receipt.
- 4.1.7. Occupancy and Safety Certificates. The School Board shall: (a) ensure that the School's physical facilities comply with all fire, health, and safety state standards and regulations applicable to Schools; (b) meet federal American with Disabilities Act (ADA) requirements; and (c) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to the Authorizer before the first day of classes, if requested by the Authorizer.
- 4.1.8. Authorized Grades. The School is authorized to serve grades K-8.
- 4.1.9. Enrollment and Grade Level Expansion. The School will not expand to a new site or new grade levels beyond the grade levels identified in the Agreement without application to and approval by the Authorizer and the Education Commissioner, consistent with Minn. Stat. §124E.

SECTION 5. AUTHORIZER FEES

- 5.1 Authorizer Fee. The Authorizer shall charge the School a fee for performing the services listed in this contract.
- 5.2 Authorizer Fee Amount. The fee charged by the Authorizer to the School shall be the maximum allowable under Minn. Stat. §124E.

SECTION 6. OPERATING REQUIREMENTS

6.1. Governance

- 6.1.1. Board of Directors. A Board of Directors whose membership is described in the School's bylaws and defined by state statute will govern the School. The School will file changes in the membership of the Charter School Board in the form of an updated board roster with the Authorizer within one week of a change occurring. Prior to the time such persons are seated as members of the Charter School Board, the School will conduct a criminal background check, identical to those required for School volunteers by Minn. Stat. §123B.03, subdivision 1. The Charter School Board will certify to the Authorizer that background checks have been completed. Consistent with data practices law, the Charter School Board will provide to the Authorizer any adverse information that is revealed as part of the background checks and will evaluate, on a case-by-case basis, membership on the Charter School Board where the background check revealed adverse information. Charter School Board members must complete required training and board development required by Charter Law. Performance in Operations including governance and compliance will be evaluated according to the Performance Indicators as described in the School's Performance Framework.
- 6.1.2. Powers. The Charter School Board will provide governance and policy leadership including, but not limited to, approval of contracts and agreements consistent with the School's policy, long range planning, goal-setting and policy development and implementation for the School consistent with the School's approved mission, operations and results; holding the School accountable for meeting its goals; overseeing and approving an annual budget; and annually evaluating the performance of the School Director. The Board and School will satisfy Minn. Stat. 124E in this regard. All Board members will receive training and board development required by Charter Law. Board members and the School will annually submit statements that there are no conflicts of interest, in compliance with Minn. Stat. §124E.
- 6.1.3. Ownership of assets. The School's assets may be subject to prior commitments through Federal and State laws and rules regarding public funding of the School. Therefore, certain conditions may prevent access to these assets by creditors and liens. Such conditions will be a factor in the School's status and the Authorizer's assessment of the School and viability of this Agreement.
- 6.1.4. Charter School Board Election. Charter School Board elections will be conducted as provided in the School's bylaws and Minn. Stat. §124E.
- 6.1.5. Open Meeting Law. All meetings and business of the Charter School Board will comply with the Minnesota Open Meeting Law, Minnesota Statutes Chapter 13D.
- 6.1.6. Frequency of Meetings. The Charter School Board will meet as provided in the bylaws. A copy of the agenda, minutes and all related documents will be provided to the Authorizer prior to and for each public meeting. At the request of the Authorizer, the Charter School Board will provide the Authorizer an opportunity to address the Charter School Board regarding matters determined by the Authorizer.

- 6.1.7. Authorization of Employment. The Charter School Board will employ and contract with necessary teachers, as defined by Minn. Stat. §122A.15, who hold valid teaching licenses issued by the State to perform the particular service for which they are employed at the School.
- 6.1.8. Non-Licensed Personnel. The Charter School Board or its delegate may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.
- 6.1.9. Collective Bargaining. If employees of the School choose to engage in collective bargaining, the School will comply with Minnesota Statutes Chapter 179A, the Public Employment Labor Relations Act ("PELRA").
- 6.1.10. Charter School Board Training. The Charter School Board will participate in training regarding board governance, finance and operations consistent with Minn. Stat. §124E. The Charter School Board will submit its plan for training to the Authorizer, if requested, and attend training reasonably required by the Authorizer. The School shall report in its School's annual report the training attended by each board member the previous year.
- 6.2. School Calendar. School Calendar is established by April 30 each year and shows an adequate number of instructional hours in compliance with Minn. Stat. §120A.41.
- 6.3. Non-Sectarian Operation. The School will be non-sectarian in its program, admission policies, and employment practices, and for all other purposes.
- 6.4. Tuition and Fees. The School will not charge residents of Minnesota tuition for admission to the School. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by applicable law. The School will comply with the Minnesota Public School Fee Law in this regard, Minn. Stat. §§123B.34 to 123.39.
- 6.5. Home School Students. The School will not be used as a method of generating revenue for students who are being home Schooled pursuant to Minn. Stat. §120A.22.
- 6.6. Admissions
 - 6.6.1. Limits. The School may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, nor may it condition admission on criteria or take any action that would violate the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.
 - 6.6.2. Applications. The School will enroll an eligible pupil who submits a timely application, unless the number of applicants exceeds the capacity of the program, class, or grade level. In such cases, selection shall be by lottery pursuant to the Charter Law, Minn. Stat. §124E. A student continuing for the next year will remain enrolled for the next year without re- application.
- 6.7. Reporting to the Authorizer.
 - 6.7.1. Reports. The School will file reports with the Authorizer regarding enrollment, the program, and financial status of the School. The financial reports must contain budget and actual revenue and expenses (by year-to-date), as well as cash-flow statements, check register, gifts and donations, and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. The School will file copies of inspections or findings with the Authorizer that can materially impact the operation of the School.

- 6.7.2. Access to Information. The School will provide the Authorizer with, and permit prompt and reasonable access to, any School information requested by the Authorizer, including education data on individuals, in compliance with Minnesota Statutes Chapter 13 and any other applicable state or federal law. The School agrees to allow the Authorizer access to the School site for site visits, scheduled and unscheduled. For purposes of such data disclosure, the parties agree that they will be governed by Minnesota Statutes Chapter 13 and the Family Educational Rights and Privacy Act (FERPA). The School will provide the Authorizer access to the full set of approved policies and updates as created.
- 6.7.3. Other Reports. The School and the Authorizer will file reports with the Education Commissioner consistent with the procedures established by the Department.
- 6.7.4. Violations of Law. The School will promptly notify the Authorizer of complaints that allege that violations of state or federal law or regulation have been committed by the School or its employees or agents, unless such reporting would be in non-compliance with a state or federal law.
- 6.8. Financial Management
- 6.8.1. Financial Reports. The School will provide the Authorizer a copy of the annual budget for review and comment prior to its approval by the Charter School Board, if requested by the Authorizer. The School will provide the Authorizer periodic reports directly from the individual who prepares the reports of the financial status of the School. Such reports must have a format that directly corresponds to balances in the School accounting system. The School will provide to the Authorizer the annual financial audit and any other audits by any agency. Financial Performance will be evaluated according to the Finance Performance Indicators as described in the School's Performance Framework.
- 6.8.2. UFARS and MARSS. The School will utilize generally accepted accounting procedures and practices for interacting with the UFARS financial accounting system, MARSS student accounting requirements, and any other State mandated accounting systems.
- 6.8.3. Audits. The School will comply with the same financial audits, audit procedures, and audit requirements of School districts required in Minn. Stat. §§123B.75-83. The School will be audited annually by a public accounting firm hired by the Charter School Board and the annual audit will be submitted to the Department no later than December 31 of each year or as provided by statute or the commissioner. The School will make available for review by the Authorizer all financial records at such times as requested by the Authorizer. An electronic copy of the audit report and auditor's management letter will be submitted to the Authorizer within 2 weeks of receiving such documents from the auditor, no later than December 31.
- 6.8.4. Significant Agreements. Terms of Agreements with Third-party Educational or operational Management Organizations (education management organization or charter management organization) and any other contracts or agreements that create significant relationships or effect on the School will be shared with Authorizer and comply with NEO's policy for authorizing schools contracting with a service provider (education management organization or charter management organization).

- 6.8.5. Creditors. The School will pay all creditors within 35 days of receipt on an outstanding invoice if the board meets once a month and within 45 days of receipt if the board meets less often or regularly, pursuant to the State's prompt payment law, Minn. Stat. §471.425. If the School has any payments to creditors for which there is an outstanding liability of over 90 days, the School will provide the Authorizer a written statement explaining the reasons for the delay and a proposal for payment of the outstanding liability.
- 6.9. Transportation. Transportation for students enrolled at the School will be provided in accordance with Charter Law and all other applicable State and Federal Law.
- 6.10. Health and Safety
- 6.10.1. The School will comply with the same health and safety requirements as a public school district.
- 6.10.2. Immunization. The School will comply with Minn. Stat. §121A.15, requiring proof of student immunization, including immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and haemophilus influenza type B and hepatitis B.
- 6.10.3. Other Safety Requirements: The School will comply with applicable requirements directed by OSHA, FLSA, other Minnesota Agencies and State Departments and local government bodies. The School will prepare and implement School safety plans and drills according to State and Local Government requirements.
- 6.11. Human Rights. The School will comply with the Fair Labor Standards Act (FLSA) (Pub.L. 75-718) and the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, and education. The School will comply with Minn. Stat. §121A.04, which requires equal opportunity for members of both sexes to participate in School athletic programs.
- 6.12. Data Practices. The School will comply with Minnesota Statutes Chapter 13; Minn. Stat. §120A.22, Subdivision 7; Minn. Stat. §121A.75; and Minn. Stat. §260B.171, Subdivisions 3 and 5; Federal Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applied to School practices for all records and data under the control of the School.
- 6.13. Student Dismissal. Student Discipline Policy and Procedures will be consistent with Minnesota Pupil Fair Dismissal Act (Minn. Stat. §§121A.40 - 121A.56) and adopted by the Charter School Board prior to enrolling students.
- 6.14. Insurance. Notwithstanding anything to the contrary in this Agreement, the School will be considered a School district for the purposes of tort liability under Minnesota Statutes Chapter 466.04. The board of directors shall obtain at least the amount of and types of insurance up to the applicable tort liability limits under chapter 466. The charter school board must submit a copy of the insurance policy to its authorizer before starting operations. The charter school board must submit changes in its insurance carrier or policy to its authorizer within 20 business days of the change.

- 6.14.1. The School will comply with Minn. Stat. §124E and obtain tort liability insurance and provide the Authorizer with appropriate insurance documentation on an annual basis: (a) worker's compensation insurance to include coverage A; (b) insurance covering all of the School's real and personal property, whether owned or leased; (c) a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollar (\$1,500,000) per occurrence; and up to three million dollars (\$3,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverages as follows: minimum automobile liability insurance coverage, bodily injury and property damage of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee dishonesty insurance of five hundred thousand dollars (\$500,000). The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota. The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to the Authorizer, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide the Authorizer or its designees copies of all insurance policies required by this Agreement, if requested by the Authorizer. The Authorizer may periodically review the types and amounts of insurance coverages that the School secures. The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department may suggest, or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending School or participating in a School program or activity.
- 6.15. Assumption of Liability. The School will assume full liability for its activities and indemnifies and holds harmless the Authorizer, its officers, board members, representatives, agents and employees from any suits, claims, or liability and the Education Commissioner and department officers, agents, and employees arising out of or in any manner connected with the School's operations or which are incurred as a result of the reliance of the Authorizer upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of the Authorizer's exercise of its obligation under Applicable Law or enforcement of this Agreement. The School and Authorizer acknowledge and agree that the Authorizer, the Authorizer's Board members and employees, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to the Charter Law, Minn. Stat. §124E, and nothing in this Agreement is intended to affect such immunity.

6.16. Location of School. The School shall have a single site at the address in the Location(s) noted in this Agreement unless otherwise approved by the Authorizer and MDE in compliance with the Charter Law. The School shall notify the Authorizer of any plans to change Location of the school prior to Board approval of the change of Location and submit documentation of the need and demand for the proposed Location to the Authorizer for approval, prior to changing the Location. The School and Authorizer will revise the Contract after approval of the change in location according to the process described in Section 10.1 of this Agreement, Revisions and Amendments.

SECTION 7. AUTHORIZER'S DUTIES.

- 7.1 Oversight and Evaluation Plan. The Authorizer will implement a plan to provide ongoing oversight and to evaluate the performance of the School to determine whether the School is complying with the terms of this Agreement and to meet its responsibilities under the law regarding Authorizers.
- 7.2 Agreement Renewal Performance Evaluation. The Authorizer will conduct evaluation of School Performance Indicators in the following areas: Educational Performance, School Climate Performance, and Operational Performance including Governance, Compliance and Financial Performance to determine contract renewal and length of contract term. The Authorizer will determine the term of the contract based on each performance area evaluated as identified in the School's Performance Framework. The criteria for terms of contract renewal are further defined in the School's Performance Framework.
- 7.3 Liaison. The Authorizer will designate a liaison for the School and will inform the School if the liaison changes. The School will notify staff, parents and stakeholders that the liaison is accessible for communication of concerns or commendations. The Authorizer will communicate how it will respond to communications from the School and its stakeholders and handle potentially negative reports. The liaison will have freedom to communicate with designated individuals and enter the School with reasonable warning and request.

SECTION 8. TERMINATION BY AUTHORIZER FOR CAUSE.

- 8.1. Authorizer Termination. The Authorizer may elect not to renew this Agreement at the end of the contract term, for cause, as defined in the Charter Law, Minn. Stat. §124E. The Authorizer also may unilaterally terminate this Agreement during the term of the Agreement, for cause, pursuant to Minn. Stat. §124E.
- 8.1.1. Grounds. The grounds for non-renewal or termination for cause under the Charter Law include:
- Failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in this Agreement;
 - Failure to meet generally accepted standards of fiscal management;
 - Violations of law; or
 - Other good cause shown.
- 8.2. Authorizer Processes and Charter School Board's Response.
- 8.2.1. Notice to School. At least 120 days before not renewing or terminating a contract, the Authorizer shall notify the Charter School's Board of Directors of the proposed action, in writing. The notice shall state the grounds for the proposed action in reasonable detail. The notice shall state that the Charter School Board may request, in writing, an informal hearing before the Authorizer within fifteen (15) business days of receiving notice of non-renewal or termination of this Agreement.
- 8.2.2. Board's Response. Within fifteen (15) business days of receipt of the notice of termination or non-renewal, the Charter School Board may request an informal hearing before the Authorizer. Failure by the Charter School Board to make a written request for a hearing within the 15-day period shall be treated as acquiescence to the proposed non-renewal or termination.
- 8.2.3. Schedule for Hearing. Upon receiving a timely written request for a hearing, the Authorizer shall give ten (10) business days' notice to the Charter School Board of Directors of the hearing date. The Authorizer shall conduct an informal hearing before taking final action.

- 8.2.4. Authorizer Decision. The Authorizer shall take final action to renew or not renew the contract no later than 20 business days before the proposed date for terminating the contract or the end date of the contract. A copy will be filed with the Education Commissioner.
- 8.2.5. Dissolution. If this Agreement is terminated or not renewed based on the criteria in paragraph 8.1 above, the School will be dissolved according to the applicable provisions of Minnesota Statutes Chapter 317A and Minn. Stat. §124E, except when the Education Commissioner approves the decision of a different eligible Authorizer to authorize the School. See Section 9.1 below.
- 8.2.6. Distribution of Property upon Dissolution. In the event of dissolution of the School, all property that has been leased, borrowed or contracted for use will be promptly returned to those organizations or individuals from which the School has obtained the materials.
- 8.2.7. Property Owned By School. In the event of dissolution of the School, property purchased with federal funds must be handled according to applicable state and/or federal guidance. After all financial obligations are met the remaining property will be distributed consistent with applicable Charter School and non-profit Law.
- 8.2.8. Property Owned By Teachers or Staff. All property personally and/or individually owned by licensed teachers or staff employed by the School will be exempt from distribution of property and will remain the property of the individual teachers or staff.

SECTION 9. NON-RENEWAL AND VOLUNTARY TERMINATION.

- 9.1. Non-Renewal and Voluntary Termination. If the Authorizer and the Charter School Board mutually agree not to renew the contract, a change in Authorizers is allowed. The Authorizer and the School board must jointly submit a written and signed letter of their intent to the commissioner to mutually not renew the contract. The charter contract between the proposed Authorizer and the School must identify and provide a plan to address any outstanding obligations from the previous contract. The proposed contract must be submitted at least 105 business days before the end of the existing charter contract. The commissioner shall have 30 business days to review and make a determination. The proposed Authorizer and the School shall have 15 business days to respond to the determination and address any issues identified by the commissioner. A final determination by the commissioner shall be made no later than 45 business days before the end of the current charter contract.
- 9.2. Information to New Authorizer. The Authorizer that is a party to the existing contract must inform the proposed Authorizer about the fiscal, operational, and student performance status of the School, as well as any outstanding contractual obligations that exist.
- 9.3. Not for Cause. The voluntary transfer of Authorizership under Section 9 of this Agreement is not considered to be a termination or non-renewal for cause as defined in Section 8 of this Agreement.
- 9.4. Dissolution. If no change in Authorizer is approved, the School and the current Authorizer may withdraw their letter of nonrenewal and enter into a new contract. If the transfer of Authorizers is not approved and the current Authorizer and the School do not withdraw their letter and enter into a new agreement, the School must be dissolved according to applicable law and the terms of this Agreement.

SECTION 10. GENERAL TERMS

- 10.1. **Amendments and Revisions.** This Agreement may only be revised or amended by written agreement executed by both parties. The School and/or Authorizer will provide the proposed revision or amendment in writing to the other party to the Agreement. The Agreement may be revised or amended in the event of changes to assessments upon which the Agreement goals are based, any material changes such as those to the education program model, change in Location, including site expansions, change in contract term, a change in grade levels served, a significant difference in student baseline data for new Schools, revisions to policies that are incorporated into the Agreement, and any other reason that results in misalignment of the Agreement and the School conditions agreed upon by both the Authorizer and the School. The recipient of the proposed revision or amendment will have at least one month to review and comment in response. The revised or amended contract will be signed by the Authorizer and Charter School Board chair and submitted to MDE within 10 days of the completion of signatures of both parties. Contracts may be revised or amended to align with most current statute or MDE requirement at any time with due notification only.
- 10.2. **Authorizer Authority.** Except as otherwise provided by this Agreement or Applicable Law, the Authorizer has no authority, control, power, or administrative or financial responsibility over the School. This provision does not prohibit the parties from contracting for any services deemed appropriate in the future as provided for in Minnesota Statute 124E. The relationship between the School and the Authorizer is based solely on the applicable provisions of the Charter School Law and the terms of this Contract and other written contracts and written agreements between the Authorizer and the School. Except as otherwise provided in this Agreement, the Authorizer shall have no authority or control, over operational, administrative, or financial responsibility for the School.
- 10.3. **Financial Obligations Are Separate.** Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral of the Authorizer. The School will never pledge the full faith and credit of the Authorizer for the payment of any School contract, mortgage, loan or other instrument of indebtedness. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Authorizer and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. The Authorizer will never pledge the full faith and credit of the School for the payment of any Authorizer contract, mortgage, loan or other instrument of indebtedness.
- 10.4. **No Authority to Obligate or Bind Other Party.** The School has no authority whatsoever to enter into any contract or other agreement that would financially obligate the Authorizer, nor does the School have any authority whatsoever to make any representations to lenders or third parties, that the Authorizer in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the School. The Authorizer has no authority whatsoever to enter into any contract or other agreement that would financially obligate the School, nor does the Authorizer have any authority whatsoever to make any representations to lenders or third parties, that the School in any way guarantees, is financially obligated, or is in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Authorizer.

- 10.5. The School may not use the Authorizer's name or any assumed name, trademark, division or affiliation of the Authorizer in any of the School's promotional advertising, contracts, or other materials without the Authorizer's prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by [Name of Authorizer]."
- 10.6. The School agrees not to sue the Authorizer or any of its representatives for any disputes that may arise under this Agreement. The School and Authorizer agree to submit any such legal disputes to binding arbitration. If the parties cannot agree to an arbiter, then the American Arbitration Association shall appoint an arbiter.
- 10.7. Agreement Language. In the event that there is an inconsistency or dispute between the provisions in the Affidavit and this Agreement, the provisions of this Agreement shall be followed.
- 10.8. Non-agency. It is understood that the School is not the agent of the Authorizer.
- 10.9. Assignment. This Agreement cannot be assigned to any other party but remains the exclusive agreement between the Authorizer and School under approval by the Department.
- 10.10. Successors. The terms and provisions of this Agreement are binding on and shall inure to the benefit of the parties and their respective successors.
- 10.11. Merger. Upon the condition that a merger between two Schools or two Authorizers is proposed and approved by appropriate State authorities and processes, this agreement must be amended to reflect all material changes and then resubmitted to the appropriate State agency or agencies for appropriate action.
- 10.12. Severability. If any provision in this Agreement is held to be invalid or unenforceable, it will be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the Agreement.
- 10.13. General Compliance and Assurances. The School and the Authorizer agree to comply with all applicable laws including, but not limited to, the Charter Law. In addition, the School and the Authorizer assure that they are eligible entities under the Charter Law.

10.14. Authority of Signatories: The signatories below represent that they have the authority to bind the School to full compliance with this Agreement.

Novation Education Opportunities

By:


Signature

Wendy Swanson Choi

Print Name

Executive Director

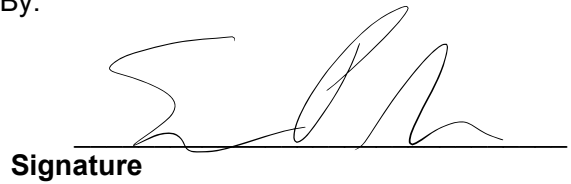
Title

June 26, 2026

Date

[Escuela Exitos]

By:


Signature

Samuel Pfeifer

Print Name

School Board Chair

Title

REVISION (If Applicable)

Novation Education Opportunities

[School]

By:

By:

Signature

Signature

Print Name

Print Name

Title

Title

Date

ADDENDUM TO THE CONTRACT

Minnesota Statute 124E, addresses charter contract requirements. A charter contract must be in writing and contain at least the following elements:

Charter contract. The authorization for a charter school must be in the form of a written contract signed by the Authorizer and the board of directors of the charter school. The contract must be completed within forty-five (45) business days of the commissioner's approval of the Authorizer's affidavit. The Authorizer shall submit to the commissioner a copy of the signed charter contract within ten (10) business days of its execution.

1. A declaration that the charter school will carry out the primary purpose in Minn. Stat. § 124E.01, subdivision 1 and indicate how the school will report its implementation of the primary purpose to its authorizer, per Minn. Stat. § 124E.10, subdivision 1(a)(1).

1.1. The primary purpose of mission driven charter schools is to improve the learning, achievement, and success of all students.

The primary purpose of Escuela Éxitos is to improve the learning, achievement, and success of all students.

1.2. How the school will report its implementation of the primary purpose.

The School will report its implementation of the primary purpose in the Annual Report and/or combined Comprehensive Achievement and Civic Readiness Report.

2. A declaration of the additional purpose or purposes in Minn. Stat. § 124E. 01, subdivision 1 that the school intends to carry out and indicate how the school will report its implementation of those purposes to its authorizer per Minn. Stat. § 124E.10, subdivision 1(a)(2).

2.1. The additional purpose(s) of the School are to

Escuela Éxitos is also designed to meet additional purposes for which the charter school law was created.

In keeping with Minnesota Statute, Chapter 124 E, the Escuela Éxitos model will serve to improve all pupil learning and all student achievement.

Additionally, Escuela Éxitos intends to meet additional purposes including increasing learning opportunities for all pupils, encouraging the use of different and innovative teaching methods, and increasing professional development opportunities for teachers.

2.2. How the school will report its implementation of the additional purpose(s).

The School will report its implementation of the additional purposes in the Annual Report and/or combined Comprehensive Achievement and Civic Readiness Report.

NOTE: NEO evaluates the implementation of the additional purposes at the annual site visit.

NEO also evaluates that all required elements are included in the School's Annual Report and Comprehensive Achievement and Civic Readiness Plan.

3. A description of the school program and the specific academic and nonacademic outcomes that pupils must achieve, per Minn. Stat. §124E.10, subdivision 1(a)(3).

Following is a description of how key academic approaches inherent in the model are in alignment with the statutory purposes.

1. Dual Language Immersion- Dual-language immersion provides instruction across content areas to both English natives and English learners, in both English and in a target language with the explicit intent of functional bilingualism and biliteracy for all students by middle school.

2. Data Driven Instruction- Weekly teacher meetings focused on timely and relevant data to drive instructional decision making allows students to move into levels of proficiency in successful and meaningful ways. A highly focused data driven teacher community allows for teachers to design opportunities for students to react and respond to learning in ways that best meet their individual learning styles and needs. A culture of data driven instruction allows for teachers to respond to student need in highly effective and manageable ways that are responsive to student need.

3. MTSS- Provides a highly responsive model for students to increase proficiency through a scaffolded and supportive learning approach. Allows for students to experience success through scaffolds that are responsive to individualized needs individualized learning styles and approaches. The process of moving students through the MTSS model allows for students to experience success as they move through a variety of increased learning opportunities that provide pathways to success.

4. Personalized Learning- Provides students with educational opportunities that are reflective of their learning styles and interests. Allows students to progress through content in a meaningful way tailored to their individual needs. Cultivates students' talents through unique and tailored experiences that allow them to achieve to the best of their ability. Increases learning opportunities for all pupils. Encourages the use of different and innovative teaching methods.

5. 21st Century Learning Skills- Global Awareness, Collaboration, Skilled Communication, Real World Problem Solving- Enables students to connect skill and content in authentic ways that incorporate varied learning styles. Provides deeper learning through authentic audience and real-world problem solving. Enables students to use their unique background and cultural understanding and experiences to achieve to the best of their ability through collaboration and global awareness. Increases learning opportunities through different and innovative practices.

6. Cooperative Learning- Is respectful of students' learning styles and allows them to meet high academic expectations through peer engagement. Provides students with an opportunity to share their talents with the community. Increases learning opportunities for all pupils. Encourages the use of different and innovative teaching methods.

7. PBIS- Creates high expectations for student behavior and establishes community norms. Involves families and students in supportive interventions for success. Enables students to practice and learn positive community expectations. Provides professional development opportunities to all staff around relationships and supervision, which in turn enhances academic achievement.

8. Grow Your Own Teaching Program- Research suggests that employing individuals that resemble the students being served promotes high levels of achievement. When students are able to identify with such individuals it allows them to visualize a successful future for themselves.

A career path and corresponding support for teachers will be established in order to meet staffing needs for native Spanish speakers necessary in our dual language immersion model. Creates new opportunities for developing teachers of color through innovative approaches.

9. Digital badging 24/7 professional learning- By utilizing innovative practices, programs and technology for professional learning Escuela Éxitos will increase and expand professional development opportunities for teachers. By developing a grow your own teaching program aligned with a career paths the school will increase opportunities for those aspiring to be teachers, especially in the fields of biliteracy and special education. In particular Escuela Éxitos will provide opportunities to staff that are representative of the children served.

Mission and Vision

Vision: Escuela Éxitos will create a multilingual global learning community that will serve to develop future leaders ready to change the world.

Mission: Escuela Éxitos will be a high-performing, fully integrated, two-way immersion K-8 public charter school that utilizes personalized, student-centered learning and global education strategies. Escuela Éxitos will enroll students from traditionally underserved communities; and create a culture that respects students' individual abilities, implements a rigorous academic program and develops skills and habits that will promote success in life.

See the school's performance framework on the following pages for the specific academic and nonacademic outcomes that pupils must achieve.

Novation Education Opportunities - Escuela Éxitos Performance Framework
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Escuela Éxitos

Date of Last Update/Review:

Contract Term: July 1, 2026 - June 30, 2029
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Baseline Year Results: 2021-2025

Charter Number: 4283

Initial Year of Operation: 2020-2021 (school transferred to NEO July 1, 2021)
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These are the Academic Performance Indicators. They are 65.31% of the points possible.

I. All Children are Ready for School

I.A Early Literacy and Early Numeracy Goals

Performance Rating	Primary Math Targets (Grade K)			Point Value	Points Earned
Exemplary	More than 75% of K students meet the Spanish Math indicators AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	60-75% of K students meet the Spanish Math indicators in the combined years AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	Less than 60 percent of K students meet the Spanish Math indicators and do not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Spanish Math Indicators Met	Total Number of Spanish Math Indicators	Percent of Spanish Math Indicators Met	
	Baseline 2021-2025	418	500	83.60%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	Primary Reading Targets (Grade K)			Point Value	Points Earned
Exemplary	More than 75% of K students meet the Spanish Reading indicators AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	60-75% of K students meet the Spanish Reading indicators in the combined years AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	Less than 60 percent of K students meet the Spanish Reading indicators and do not improve by at least 10 percentage points from the baseline year.			0	
Results	Year	Spanish Reading Indicators Met	Total Number of Spanish Reading Indicators	Percent of Spanish Reading Indicators Met	
	Baseline 2021-2025	377	500	75.40%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

II. All Students Graduate from High School (As Measured by Grade Level Proficiency)

II.A Attain Grade-level Proficiency- All Students State Comparison

Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline 2021-2025	22	251	8.76%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline 2021-2025	25	251	9.96%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

II.B Attain Grade-level Proficiency- All Students Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	Robbinsdale Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	Robbinsdale Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)

III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison

Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline 2021-2025	12	202	5.94%	
	2025-2026				
	2026-2027				
	2027-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline 2021-2025	18	202	8.91%	
	2025-2026				
	2026-2027				
	2027-2028				
Analysis					

III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	Robbinsdale Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	Robbinsdale Percent Proficient
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III.C Attain Grade-level Proficiency- "Hispanic or Latino" Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The percent of students improving an achievement level is greater than 10 percentage points above the state percent AND/OR the school improves the percent of students improving an achievement level by more than 20 percentage points from the baseline year.			2	
Satisfactory	The percent of students improving an achievement level exceeds the state percent by up to 10 percentage points AND/OR the school improves the percent of students improving an achievement level by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The percent of students improving an achievement level does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Number of Students Improving an Achievement Level	Total Number of Students Tested	Escuela Éxitos Percent Improving	State Percent Improving
	Baseline 2022-2025	24	186	12.90%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The percent of students improving an achievement level is greater than 10 percentage points above the state percent AND/OR the school improves the percent of students improving an achievement level by more than 20 percentage points from the baseline year.			2	
Satisfactory	The percent of students improving an achievement level exceeds the state percent by up to 10 percentage points AND/OR the school improves the percent of students improving an achievement level by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The percent of students improving an achievement level does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline 2022-2025	28	186	15.05%	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

III.D Attain Grade-level Proficiency- "Hispanic or Latino" Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The percent of students improving an achievement level is greater than 10 percentage points above the resident district percent.			2	
Satisfactory	The percent of students improving an achievement level exceeds the resident district percent by up to 10 percentage points.			1	
Not Satisfactory	The percent of students improving an achievement level does not exceed the resident district.			0	
Results	Year	Number of Students Improving an Achievement Level	Total Number of Students Tested	Escuela Éxitos Percent Improving	Robbinsdale Percent Improving
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The percent of students improving an achievement level is greater than 10 percentage points above the resident district percent.			2	
Satisfactory	The percent of students improving an achievement level exceeds the resident district percent by up to 10 percentage points.			1	
Not Satisfactory	The percent of students improving an achievement level does not exceed the resident district.			0	
Results	Year	Number of Students Improving an Achievement Level	Total Number of Students Tested	Escuela Éxitos Percent Improving	Robbinsdale Percent Improving
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

IV. All Students Graduate from High School (As Measured by Growth)					
IV.A All Students Graduate from High School- All Students K-3					
Performance Rating	NWEA MAP Fall-Spring Spanish Reading Growth Targets Grades K-3 (Fall to Fall Norms for Spanish Not Available)			Point Value	Points Earned
Exemplary	Students on average make more than 120 percent of their projected growth AND/OR the school improves growth by more than 20 percentage points from the baseline year.			4	
Satisfactory	Students on average make 100-120 percent of their projected growth AND/OR the school improves growth by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Students on average make less than 100 percent of their annual projected growth and the school does not improve growth by at least 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Number of Students
	Baseline 2021-2025	2896	5359	54.04%	452
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

IV.B Meet or Exceed National Growth Norms - Students Below Grade Level Make High Growth					
Performance Rating	NWEA MAP Fall-Fall Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students below grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by more than 20 percentage points from the baseline year.			4	
Satisfactory	50-60 percent of students below grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50 percent of students below grade level make their NWEA expected growth target and the school does not improve its percent of students meeting their target by 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Students Below Grade Level Tested	Percent of Students	
	Baseline 2022-2026	127	197	64.47%	
	2026-2027				
	2027-2028				
	2028-2029				
	2026-2029				
Analysis					
Performance Rating	NWEA MAP Fall-Fall Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students below grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by more than 20 percentage points from the baseline year.			4	
Satisfactory	50-60 percent of students below grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50 percent of students below grade level make their NWEA expected growth target and the school does not improve its percent of students meeting their target by 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Students Below Grade Level Tested	Percent of Students	
	Baseline 2022-2026	92	202	45.54%	
	2026-2027				
	2027-2028				
	2028-2029				
	2026-2029				
Analysis					

Performance Rating	NWEA MAP Fall-Fall Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth AND/OR the school improves its percent of growth made by more than 20 percentage points from the baseline year.			4	
Satisfactory	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50 percent of the students below grade level make their NWEA expected growth target and/or the students below grade level who meet their NWEA growth target is less than 120 percent of the NWEA target growth and the school does not improve its percent of growth made by 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	Baseline 2022-2026	2010	1097	183.23%	64.47%
	2026-2027				
	2027-2028				
	2028-2029				
2026-2029					
Analysis					
Performance Rating	NWEA MAP Fall-Fall Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth AND/OR the school improves its percent of growth made by more than 20 percentage points from the baseline year.			4	
Satisfactory	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50 percent of the students below grade level make their NWEA expected growth target and/or the students below grade level who meet their NWEA growth target is less than 120 percent of the NWEA target growth and the school does not improve its percent of growth made by 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	Baseline 2022-2026	1921	1054	182.26%	45.54%
	2026-2027				
	2027-2028				
	2028-2029				
2026-2029					
Analysis					

IV.C Meet or Exceed National Growth Norms - Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA MAP Fall-Fall Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 50 percent of students at or above grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by more than 20 percentage points from the baseline year.			4	
Satisfactory	40 - 50 percent of students at or above grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 40 percent of students at or above grade level make their NWEA expected growth target and the school does not improve its percent of students meeting their target by 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Students At/Above Grade Level Tested	Percent of Students	
	Baseline 2022-2026	24	46	52.17%	
	2026-2027				
	2027-2028				
	2028-2029				
	2026-2029				
Analysis					
Performance Rating	NWEA MAP Fall-Fall Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 50 percent of students at or above grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by more than 20 percentage points from the baseline year.			4	
Satisfactory	40 - 50 percent of students at or above grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 40 percent of students at or above grade level make their NWEA expected growth target and the school does not improve its percent of students meeting their target by 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Students At/Above Grade Level Tested	Percent of Students	
	Baseline 2022-2026	17	41	41.46%	
	2026-2027				
	2027-2028				
	2028-2029				
	2026-2029				
Analysis					

Performance Rating	NWEA Fall-Fall MAP Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 40 percent of the students scoring at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve more than 120 percent of the NWEA target growth AND/OR the school improves its percent of growth made by more than 20 percentage points from the baseline year.			4	
Satisfactory	More than 40 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve 100-120 percent of the NWEA target growth AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 40 percent of the students at or above grade level make their NWEA expected growth target and/or the students at or above grade level who meet their NWEA growth target is less than 100 percent of the NWEA target growth and the school does not improve its percent of growth made by 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Above Grade Level Who Made Expected Growth
	Baseline 2022-2026	338	189	178.84%	52.17%
	2026-2027				
	2027-2028				
	2028-2029				
2026-2029					
Analysis					
Performance Rating	NWEA Fall-Fall MAP Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 40 percent of the students scoring at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve more than 120 percent of the NWEA target growth AND/OR the school improves its percent of growth made by more than 20 percentage points from the baseline year.			4	
Satisfactory	More than 40 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve 100-120 percent of the NWEA target growth AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 40 percent of the students at or above grade level make their NWEA expected growth target and/or the students at or above grade level who meet their NWEA growth target is less than 100 percent of the NWEA target growth and the school does not improve its percent of growth made by 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Above Grade Level Who Made Expected Growth
	Baseline 2022-2026	197	99	198.99%	41.46%
	2026-2027				
	2027-2028				
	2028-2029				
2026-2029					
Analysis					

These are the Climate Performance Indicators. They are 10.20% of the points possible.

V. The School Conditions Promote a Climate of Engagement

V.A Attendance Rates

Performance Rating	Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
Exemplary	More than 94% attendance rate.	2	
Satisfactory	90-94 percent attendance rate.	1	
Not Satisfactory	Less than 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2025-2026		
	2026-2027		
	2027-2028		
	2025-2028		
Analysis			

V.B Parent Engagement

Performance Rating	Goals for Parent Event Attendance Rates (Grades K-8)	Point Value	Points Earned
Exemplary	More than 90% attendance rate.	2	
Satisfactory	80-90 percent attendance rate.	1	
Not Satisfactory	Less than 80 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2025-2026		
	2026-2027		
	2027-2028		
	2025-2028		
Analysis			

V.C Parent Satisfaction					
Performance Rating	Goals for 5-Point Parent Satisfaction Survey Results (Grades K-8)			Point Value	Points Earned
Exemplary	More than 90 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			2	
Satisfactory	80-90 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			1	
Not Satisfactory	Less than 80 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			0	
Results	Year	Number of Parents Agreeing/Strongly Agreeing	Total Number of Parents Surveyed	Percent of Parents Agreeing/Strongly Agreeing	Percent of Parents Participating
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					
V.D Mobility					
Performance Rating	Students Remain Enrolled October 1 to End of Year Goals (K-8)			Point Value	Points Earned
Exemplary	Less than 10 percent of students transfer out.			2	
Satisfactory	10-15 percent of students transfer out.			1	
Not Satisfactory	More than 15 percent of students transfer out.			0	
Results	Year	Number of Students Who Transfer Out After October 1	Total Number of Students Enrolled October 1	Percent of Students Who Transfer Out After October 1	
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

V.E Student Engagement					
Performance Rating	Student Ownership of Learning Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	More than 90 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			2	
Satisfactory	70-90 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			1	
Not Satisfactory	Less than 70 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			0	
Results				Percent of Students that can identify their goals, strategies for reaching them, and status toward reaching the goals	
	Year	Number of Students	Total Students		
	2025-2026				
	2026-2027				
	2027-2028				
	2025-2028				
Analysis					

These are the Operations Performance Indicators. They are 10.20% of the total Performance Framework points possible.

VI. School is Compliant with Contract and Statute

VI.A Compliance

Performance Rating	Compliance Goals	Point Value	Points Earned
Exemplary	No infractions.	10	
Satisfactory	No more than three infractions AND any infraction is resolved by assigned deadline.	5	
Not Satisfactory	More than three infractions or infractions not resolved by assigned deadline.	0	
Analysis			

These are the Finance Performance Indicators. They are 14.29% of the total Performance Framework points.

VII. School is Financially Solvent/Sustainable

VII.A Finance Awards

Performance Rating	Goals for Awards	Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient	2	
Satisfactory	Finance Award Recipient	1	
Not Satisfactory	Not a Finance Award Recipient	0	
Analysis			

VII.B Fund Balance

Performance Rating	Fund Balance Goals	Point Value	Points Earned						
Exemplary	Reserve is at least 20% as measured by end of year reserve.	10							
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserve.	5							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserve.	0							
Results	<table border="1"> <thead> <tr> <th>Fund Balance</th> <th>Expenditures</th> <th>SOD Calculation</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Fund Balance	Expenditures	SOD Calculation					
Fund Balance	Expenditures	SOD Calculation							
Analysis									

VII.C Financial Audit

Performance Rating	Financial Audit Goals	Point Value	Points Earned
Exemplary	No findings cited in the audit.	2	
Satisfactory	No more than one finding (nonmaterial) cited in the audit.	1	
Not Satisfactory	More than one finding cited in the audit.	0	
Analysis			

Contract Renewal and Intervention

NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal.

NEO schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.

Summary and Analysis

Academic Performance Points Earned	0		
Academic Performance Total Points Possible	64		
Academic Performance Percent of Points Earned	0.00%		
Academic Performance Percent of Total Framework Points	65.31%		
Climate Performance Points Earned	0		
Climate Performance Total Points Possible	10		
Climate Performance Percent of Points Earned	0.00%		
Climate Performance Percent of Total Framework Points	10.20%		
Operations Performance Points Earned	0		
Operations Performance Total Points Possible	10		
Operations Performance Percent of Points Earned	0.00%		
Operations Performance Percent of Total Framework Points	10.20%		
Finance Performance Points Earned	0		
Finance Performance Total Points Possible	14		
Finance Performance Percent of Points Earned	0.00%		
Finance Performance Percent of Total Framework Points	14.29%		
Performance Framework Points Earned	0		
Performance Framework Total Points Possible	98		
Performance Framework Percent of Total Points	0.00%		

4. A statement of the school's admission policies and procedures per Minn. Stat. §124E.10, subdivision 1(a)(4).

See the next pages.

Escuela Éxitos ENROLLMENT AND ADMISSION POLICY

I. PURPOSE

Escuela Éxitos considers itself a Choice School and as such will follow the Admission Requirements and Enrollment Options established by Minn. Stat. § 124E.11. This policy is to set forth the application and exclusion procedures used by the school in making said determination.

II. GENERAL STATEMENT OF POLICY

- 1) Escuela Éxitos, will limit admission to:
 - a. pupils within an age group or grade level;
- 2) Escuela Éxitos, shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lottery. The charter school must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot.
- 3) Escuela Éxitos shall give enrollment preference to a sibling of an enrolled pupil and to a foster child of that pupil's parents and then shall give preference for enrolling children of the school's staff (as long as their employment is stipulated in advance to total at least 480 hours in a school calendar year), before accepting other pupils by lot.
- 4) A person shall not be admitted to Escuela Éxitos (1) as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; or (2) as a first grade student, unless the pupil is at least six years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences or has completed kindergarten.
- 5) Escuela Éxitos, will not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability and may not establish any criteria or requirements for admission that are inconsistent with Charter School Law.
- 6) Escuela Éxitos shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.
- 7) Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act in sections 121A.40 to 121A.56.

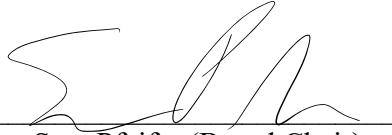
Legal References:

Minn. Stat. § 124E.06, Subd. 3 (Forming a School Requirements)

Minn. Stat. § 124E.11 (Admission Requirements and Enrollment)

Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)

Adopted and Board Approved
12-10-2019

By: 
Sam Pfeifer (Board Chair)

Amended and Board Approved
4-21-2025

Date: 4/21/25

5. A school governance, management, and administration plan per Minn. Stat. §124E.10, subdivision 1(a)(5).

See the following pages.

School Governance, Management, and Administration Plan

Governance Structure

Escuela Éxitos is governed by an independent Board of Directors that exercises all powers and responsibilities granted under Minnesota law, the school's Articles of Incorporation, and its bylaws. The Board is responsible for the overall governance, strategic direction, fiscal oversight, policy development, legal compliance, and accountability of the school. The Board manages the affairs of the corporation and ensures compliance with Minn. Stat. Chapter 124E and all other applicable laws.

The Board consists of no fewer than five (5) and no more than nine (9) voting directors and is structured to ensure that no single stakeholder group constitutes a clear majority. Board composition includes:

- At least two licensed teachers employed by or providing instruction to the school, but less than a majority of the Board;
- At least one parent or legal guardian of an enrolled student who is not employed by the school;
- At least one interested community member residing in Minnesota who is not employed by the school and does not have a child enrolled in the school; and
- Additional directors selected in accordance with Minnesota charter school law and the school's bylaws.

Board members serve staggered three-year terms and may serve up to four consecutive terms. Vacancies are filled by Board appointment in accordance with the bylaws and applicable law.

The Board may invite designated school administrators to serve as ex officio non-voting members to provide expertise and operational insight while maintaining the Board's independent governance role.

Board Elections and Accountability

Board elections are conducted annually in accordance with the bylaws and Minnesota law. Eligible voters include:

- Licensed teachers employed by or providing instruction at the school;
- School staff members;
- Parents and legal guardians of enrolled students; and
- Current members of the Board of Directors.

The Board solicits nominations and applications prior to each election and provides notice of candidates to eligible voters. Voting methods may include in-person, written ballot, electronic, online, or other methods designed to maximize participation.

Board meetings are conducted in compliance with Minnesota's Open Meeting Law and are open to the public. Regular meeting schedules are publicly posted, and meeting minutes are maintained and made available as required by law.

Board Committees

The Board may establish advisory committees to assist in carrying out its responsibilities. Committees may include Board members and community participants with relevant expertise. All committees are advisory in nature and report recommendations to the Board. No committee possesses independent authority to act on behalf of the school.

Potential committees may include:

- Finance and Budget Committee;
- Governance and Board Development Committee;
- Academic Excellence Committee;
- Facilities Committee; and
- Other committees as determined by the Board.

School Management and Administration

The Board delegates responsibility for the day-to-day management and administration of the school to the Executive Director (School Leader).

The Executive Director serves as the chief administrator of the school and is responsible for implementing Board-approved policies, managing school operations, supervising personnel, overseeing educational programs, ensuring compliance with applicable laws and regulations, and advancing the school's mission and charter goals.

The Executive Director's responsibilities include, but are not limited to:

- Instructional leadership and academic program implementation;
- Personnel management and evaluation;
- Student services and school culture;
- Budget implementation and operational management;
- Regulatory and charter contract compliance;
- Development and implementation of school improvement initiatives;
- Preparation of reports and recommendations for Board consideration; and
- Communication with families, staff, the authorizer, and community stakeholders.

The Executive Director reports directly to the Board of Directors and is accountable to the Board for school performance and operations.

Board Officers

The Board annually elects officers from among its members, including:

- Board Chair;
- Vice Chair;
- Secretary; and
- Treasurer.

The Board Chair provides leadership to the Board, presides over meetings, collaborates with the Executive Director on meeting agendas, and executes Board-authorized documents.

The Vice Chair assists the Chair and assumes leadership duties in the Chair's absence.

The Secretary maintains Board records, oversees meeting minutes, and ensures required documentation is maintained and published.

The Treasurer oversees Board-level financial monitoring and chairs the Budget and Finance Committee when established.

Financial Oversight

The Board is responsible for ensuring sound fiscal management of the school. The Board:

- Adopts annual budgets;
- Reviews financial reports;
- Authorizes contracts, loans, and major financial commitments;
- Establishes financial controls and authorized signatories;
- Maintains appropriate accounting and financial reporting systems; and
- Ensures completion of an annual independent audit.

School funds are maintained in financial institutions approved by the Board and are disbursed in accordance with Board-approved policies and procedures.

Accountability and Compliance

The Board maintains ultimate accountability for the school's academic, operational, and financial performance. The Board monitors progress toward the school's mission, charter contract goals, and strategic priorities through regular review of performance data, financial information, compliance reports, and administrative updates.

The Board ensures compliance with:

- Minnesota Charter School Law (Minn. Stat. Chapter 124E);
- Minnesota Nonprofit Corporation Act (Minn. Stat. Chapter 317A);
- Minnesota Open Meeting Law;
- Minnesota Government Data Practices requirements;
- Federal and state education laws; and
- The school's charter contract and authorizer expectations.

Through this governance, management, and administration structure, Escuela Éxitos maintains a clear separation between governance and operations, ensuring effective oversight, accountability, transparency, and continuous improvement in support of student success.

- 6. Signed agreements from charter school board members to comply with the federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools, per Minn. Stat. §124E.10, subdivision 1(a)(6).**

See the following pages.

Novation Education Opportunities


3432 DENMARK AVENUE • EAGAN, MINNESOTA 55123 • T: 612.889.2103

OATH OF OFFICE

Being a member of the governing board of a charter school carries a legal and moral responsibility. This responsibility is based on the trust of the community - that those who accept the mantle of governance will ensure the survival, growth and success of the school.

Board members are trustees, not just of the assets of the school, but also of the expectations, hopes and dreams of the school community - students, parents and staff. Charter school board members are also trustees for the citizens of Minnesota, responsible for the common good and public funds.

This signed agreement affirms my commitment as a member of a Charter School board that I will comply with all federal and state rules and laws governing organizational, programmatic, and financial requirements applicable to charter schools even if that means actively researching current state and/or federal rules, laws and other requirements. I understand that I may be held liable if our school does not comply.


Signature

Kenia Tafuya Perez
Print name

Parent
Seat (Parent, Community Member, Teacher)

07/01/2024

Date seated

06/30/2026

Date term of seat expires

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Signature

Samuel Pfeifer
Print name

Community Member
Seat (Parent, Community Member, Teacher)

07/01/2024

Date seated

06/30/2027

Date term of seat expires

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Colleen Klein
Signature

Colleen Klein
Print name

Teacher
Seat (Parent, Community Member, Teacher)

07/01/2024

Date seated

06/30/2026

Date term of seat expires

Novation Education Opportunities

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Signature

Ingris Orozco
Print name

Teacher
Seat (Parent, Community Member, Teacher)

07/01/2024

Date seated

06/30/2026

Date term of seat expires

Novation Education Opportunities

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Angela Redus
Signature

Angela Redus
Print name

Parent
Seat (Parent, Community Member, Teacher)

8/10/25
Date seated

10/30/20
Date term of seat expires

Reviewer Note: The "Date Seated" field reflects the date this board member was appointed and seated to fill the seat during an existing term. The term for this seat began on 7/1/24 and ends on the term end date listed on this form, consistent with the school's bylaws and board roster.

- 7. The criteria, processes, and procedures the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance, consistent with subdivision 3, paragraphs (a) and (b), per Minn. Stat. §124E.10, subdivision 1(a)(7).**

See the following pages.

NEO Oversight Plan for Operating Schools

The NEO Oversight Plan serves as a template for all charter schools authorized by NEO. If necessary, this plan may be amended and adapted for specific charter schools. NEO's ongoing oversight of authorized schools will include the following activities:

Student/School Academic Performance

- NEO will review the school academic performance with school leader(s) at a formal site visit at each NEO authorized school using the School's Performance Framework.
- NEO will review, summarize, and use the school academic performance data that MDE reports, including LEA level data for Authorizers to monitor and evaluate progress.
- NEO will publish an Annual Report that includes academic performance data of NEO authorized schools, including areas of strength and improvement.
- NEO will facilitate sharing of effective practices by conducting at least one informal site visit, "learning walk", at each NEO authorized school focused on main strategies for improving student learning and indicators of successful implementation.

Climate

- NEO will review the school climate performance with school leader(s) at a formal site visit at each NEO authorized school using the School's Performance Framework and NEO's Annual Report.
- NEO will publish an Annual Report that includes climate performance data of NEO authorized schools, including attendance and mobility.
- NEO will facilitate sharing of effective practices by conducting at least one informal site visit, "learning walk", at each NEO authorized school focused on main strategies for improving student learning and indicators of successful implementation.

Operations/Governance

- NEO will attend at least two charter school board meetings annually and provide feedback to the school on compliance as well as provide observations and questions for the board to consider in their process of continuous improvement using the Board Meeting Observation Form.
- NEO will collect and review official school records including board meeting minutes and policy revisions and verify compliance using the Operations Monitoring and Evaluation Report for the purpose of monitoring and evaluating compliance, and to provide feedback for continuous improvement.

- NEO will conduct an annual site visit to verify compliance with the items identified in the Operations Monitoring and Evaluation Report, which may be revised depending on areas of compliance that must be verified because of complaints or concerns.
- NEO will review school compliance with required state and NEO reporting deadlines and identify any areas where NEO has concerns based on the provisions of the Contract Agreement.

Financial

- NEO will collect and review school financials via Epicenter for the purpose of monitoring and evaluating compliance and providing feedback for continuous improvement.
- NEO will review the annual budget of the school and provide comment as necessary.
- NEO will review the school's Annual Financial Audit and identify any areas where NEO has concerns based on the provisions of the Contract Agreement and applicable law.
- NEO will use the NEO Stewardship Award in Finance and the NEO Finance Award to recognize and identify exemplary school performance to facilitate sharing of effective practices.

Ongoing, Consistent, and Robust Monitoring and Evaluation

Novation Education Opportunities (NEO), as the authorizing entity, will conduct at least two site visits to each NEO authorized school. One site visit will be an informal site visit, a "learning walk", for the purpose of identifying and facilitating sharing of effective practices. The other site visit will be a formal site visit utilizing the Operations Monitoring and Evaluation Report, either for the purpose of reviewing and verifying school performance for contract renewal, or for reviewing and verifying school performance for performance monitoring. NEO staff and/or NEO Advisors who are experts in overseeing, monitoring and evaluating academics, operations, governance, and finance will be conduct the site visits. The formal site visit will include review of previously requested documents that have not been uploaded to Epicenter to verify compliance. NEO will contact school administration at least one month in advance of the site visit to plan for visiting the school with minimal disruption of its operations.

At least two weeks prior to the formal site visit, NEO will update the Performance Framework and provide the Operations Monitoring and Evaluation Report Template to the school leadership and board chair.

School administration will then have two weeks to review the Performance Framework, with the opportunity to comment on each area. NEO will resolve any discrepancies in information with the school at the formal site visit. The review of the status of the Performance Framework will provide the school leadership, board and NEO, feedback on school progress toward meeting the authorizer-school contract terms including the Performance Framework standards and targets. NEO will also complete the Operations Monitoring and Evaluation Report at the formal site visit.

The School's Performance Framework is incorporated into the school's contract with NEO and defines clear, measurable, and attainable academic, operational and financial performance standards, measures, metrics, targets and weightings. The targets in the Performance Framework are finalized using the most updated school performance baseline data available at the beginning of each contract term.

The Performance Framework is designed to achieve at least one outcome that meets or exceeds expectations adopted by the commissioner for public school students (**Comprehensive Achievement and Civic Readiness**) per Minnesota Statutes.

The Performance Framework must include a growth measure and target for students below grade level making high growth and students at or above grade level making medium or high growth. The school may use the state assessment growth data as available or growth data from another assessment such as the NWEA MAP.

Because the purpose of the school is to improve all pupil learning and all student achievement and therefore should provide a better option to students in the area served, the Performance Framework must also include the following standard academic performance measures in English Language Arts and Mathematics:

For a satisfactory rating, the percent of students meeting enrollment criteria who meet or exceed standards (score grade-level proficient) will exceed the state for the All, English Learner, Special Education and Free/Reduced Meal student focus groups where data is available and/or demonstrate at least a ten (10) percentage point increase from the baseline results. The baseline results are determined by the results of the prior term.

For a satisfactory rating, the percent of students meeting enrollment criteria who meet or exceed standards (score grade-level proficient) will exceed the resident district for the All, English Learner, Special Education and Free/Reduced Meal student focus groups where data is available.

The resident district is defined as the district in which the greatest percent of students enrolled reside. The Contract Renewal Framework may also include additional academic performance measures that the school and authorizer mutually agree to include.

Clear Climate, Operations, and Finance Standards

Other measurable performance standards and quantifiable targets for the operational period under the initial charter contract are to be mutually agreed upon between the authorizer and the school and incorporated into the Performance Framework in the areas of Climate, Operations, and Finance.

Ratings

There are three levels of ratings: not satisfactory, satisfactory and exemplary.

The Performance Framework defines performance requirements for each level. The rating scale is 0 - 2 (zero through two).

For each measure, a school earns 2 (two) points for exemplary performance, 1 (one) point for satisfactory performance, and 0 (zero) points if performance is not satisfactory.

Weighting of Performance Measures

The measures of Academic Performance are weighted equally by default. The school may propose that certain measures be weighted more than others. The school must submit a proposal that includes a rationale and any supporting information for changes in weighting to the NEO Executive Director at the time of contract negotiations. For example, a school may request that the NWEA MAP growth results be weighted more than the results of the MN State Assessments because all students take the NWEA MAP and because the NWEA MAP provides more valid, reliable and consistent results over time.

However, the Academic Performance measures must be weighted more than 50% of the total points of all performance areas including Climate, Operations, and Financial Performance because the primary purpose of the **mission driven** school is to **improve the learning, achievement and success of all students**. At the beginning of the contract term the weightings are finalized.

The Executive Director will present the proposal to the NEO Board of Directors and make a recommendation. The NEO Board makes the final decision to enter into or revise contract agreements.

Implementation

NEO and the school will identify the rules for the calculations in the Performance Framework with specifications for example, for collecting, calculating, sharing, and reporting all source data used in the Contract Renewal Framework evaluation as well as a process for verification of all school reported data to ensure that the method of data collection remains valid and consistent during the term of the contract.

Combining Data Over the Contract Term

Annual school performance results will be combined each successive year of the contract term wherever possible so that fluctuation due to small group size will be minimized.

Contract Revisions

Once finalized, the terms of the contract can only be revised if a measure is no longer available or changes, and/or if there is another condition which prevents the school from effectively using that measure of performance. The proposed revision must be submitted in writing along with a rationale for the revision and any supporting information to the NEO Executive Director. The Executive Director will present the proposed revision to the NEO Board of Directors and make a recommendation. The NEO Board makes the final decision to revise contract agreements.

NEO and a charter school may revise the contract for the following material contract changes when applicable:

- A change in Location and address of the school
- A change in contract term
- A significant change to the program such as a site and/or grade level expansion
- A significant change to the education program such as incorporating a STEM focus or other area of focus that was not part of the original charter
- A significant difference in student achievement baseline data from initial assumptions a new school use to set academic performance goals
- A significant change in the state testing that makes current academic performance goals irrelevant
- A significant change to the NEO Renewal Framework Performance Indicator(s)

- Revision to any policy included in the contract
- Any other reason that results in misalignment of the contract and the school conditions agreed upon by both authorizer and charter school.

The school must provide a clear justification for the revision as it relates to one of the reasons previously noted.

The NEO Executive Director will present the request for the revision to the NEO board for consideration.

If the NEO Board approves the revision, the revised contract will be signed and dated by both parties, and the revised contract will be submitted to MDE within 10 days.

Contract Renewal Eligibility

NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Operations, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision.

Intervention and Corrective Action

NEO schools that prior to their year of contract renewal fall below a Satisfactory Rating in the Performance Framework overall and/or in any performance area (Academic, Climate, Operations, Finance) must provide a Continuous Improvement Plan to NEO that addresses the specific standards in the Performance Framework where the school performance is below Satisfactory. This plan may be the same plan required by the state accountability system.

Closure Plan

If the school does not meet the terms of the Improvement Plan and attain a Satisfactory Rating by the end of the contract term, the school is a candidate for nonrenewal. If the school's contract is not renewed, the school must implement the Closure Plan as described in the school's contract with NEO.

8. **For contract renewal, the formal written performance evaluation that is a prerequisite for reviewing a charter contract under subdivision 3, per Minn. Stat. §124E.10, subdivision 1(a)(8).**

See the following pages.

Novation Education Opportunities - Escuela Éxitos Performance Framework
Escuela Éxitos
Date of Last Update/Review: 2/17/2026
Contract Term: July 1, 2021 - June 30, 2026
Baseline Year Results: 2021-2022
Charter Number: 4283
Initial Year of Operation: 2020-2021 (school transferred to NEO July 1, 2021)

These are the Academic Performance Indicators. They are 65.31% of the points possible.

I. All Children are Ready for School					
I.A Early Literacy and Early Numeracy Goals					
Performance Rating	Primary Math Targets (Grade K)			Point Value	Points Earned
Exemplary	More than 75% of K students meet the Spanish Math indicators AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	60-75% of K students meet the Spanish Math indicators in the combined FY 2022-FY 2025 AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	Less than 60 percent of K students meet the Spanish Math indicators.			0	
Results	Year	Spanish Math Indicators Met	Total Number of Spanish Math Indicators	Percent of Spanish Math Indicators Met	
	Baseline	64	76	84.21%	
	2021-2022	64	76	84.21%	
	2022-2023	123	144	85.42%	
	2023-2024	127	152	83.55%	
	2024-2025	104	128	81.25%	
	2021-2025	418	500	83.60%	
Analysis	The school's combined percent of Spanish Math indicators met is 83.60%. From the baseline year rate of 84.21%, the school's percent of indicators met decreased to 81.25%, a decrease of 2.96 percentage points.				
Performance Rating	Primary Reading Targets (Grade K)			Point Value	Points Earned
Exemplary	More than 75% of K students meet the Spanish Reading indicators AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	60-75% of K students meet the Spanish Reading indicators in the combined FY 2022-FY 2025 AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	Less than 60 percent of K students meet the Spanish Reading indicators.			0	
Results	Year	Spanish Reading Indicators Met	Total Number of Spanish Reading Indicators	Percent of Spanish Reading Indicators Met	
	Baseline	69	76	90.79%	
	2021-2022	69	76	90.79%	
	2022-2023	123	144	85.42%	
	2023-2024	93	152	61.18%	
	2024-2025	92	128	71.88%	
	2021-2025	377	500	75.40%	
Analysis	The school's combined percent of Spanish Reading indicators met is 75.40%. From the baseline year rate of 90.79%, the school's percent of indicators met decreased to 71.88%, a decrease of 18.91 percentage points.				

II. All Students Graduate from High School (As Measured by Grade Level Proficiency)					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline	2	22	9.09%	
	2021-2022	2	22	9.09%	46.88%
	2022-2023	4	47	8.51%	45.75%
	2023-2024	11	89	12.36%	45.22%
	2024-2025	5	93	5.38%	44.97%
	2021-2025	22	251	8.76%	45.56%
Analysis	The school's combined proficiency rate of 8.76% is 36.80 percentage points lower than the state's proficiency rate of 45.56%.				
	From the baseline year rate of 9.09%, the school's proficiency decreased to 5.38%, a decrease of 3.71 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline	2	22	9.09%	
	2021-2022	2	22	9.09%	55.10%
	2022-2023	6	47	12.77%	51.95%
	2023-2024	12	89	13.48%	50.79%
	2024-2025	5	93	5.38%	50.72%
	2021-2025	25	251	9.96%	51.79%
Analysis	The school's combined proficiency rate of 9.96% is 41.83 percentage points lower than the state's proficiency rate of 51.79%.				
	From the baseline year rate of 9.09%, the school's proficiency decreased to 5.38%, a decrease of 3.71 percentage points.				

II.B Attain Grade-level Proficiency- All Students Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	0
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	Robbinsdale Percent Proficient
	2021-2022	2	22	9.09%	28.79%
	2022-2023	4	47	8.51%	26.52%
	2023-2024	11	89	12.36%	25.88%
	2024-2025	5	93	5.38%	25.00%
	2021-2025	22	251	8.76%	26.30%
Analysis	The school's combined proficiency rate of 8.76% is 17.54 percentage points lower than the resident district's proficiency rate of 26.30%.				
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	0
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	Robbinsdale Percent Proficient
	2021-2022	2	22	9.09%	46.90%
	2022-2023	6	47	12.77%	43.23%
	2023-2024	12	89	13.48%	42.89%
	2024-2025	5	93	5.38%	40.96%
	2021-2025	25	251	9.96%	43.13%
Analysis	The school's combined proficiency rate of 9.96% is 33.17 percentage points lower than the resident district's proficiency rate of 43.13%.				

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)					
III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline	0	17	0.00%	
	2021-2022	0	17	0.00%	24.03%
	2022-2023	3	45	6.67%	26.47%
	2023-2024	5	68	7.35%	26.27%
	2024-2025	4	72	5.56%	25.82%
	2021-2025	12	202	5.94%	25.87%
Analysis	The school's combined proficiency rate of 5.94% is 19.93 percentage points lower than the state's proficiency rate of 25.87%. From the baseline year rate of 0.00%, the school's proficiency increased to 5.56%, an increase of 5.56 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average AND/OR the school improves its proficiency rate by more than 20 percentage points from the baseline year.			2	
Satisfactory	The school's proficiency rate exceeds the state average by up to 10 percentage points AND/OR the school improves its proficiency rate by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline	1	17	5.88%	
	2021-2022	1	17	5.88%	34.17%
	2022-2023	6	45	13.33%	34.75%
	2023-2024	8	68	11.76%	34.15%
	2024-2025	3	72	4.17%	33.54%
	2021-2025	18	202	8.91%	34.12%
Analysis	The school's combined proficiency rate of 8.91% is 25.21 percentage points lower than the state's proficiency rate of 34.12%. From the baseline year rate of 5.88%, the school's proficiency decreased to 4.17%, a decrease of 1.72 percentage points.				

III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	Robbinsdale Percent Proficient
	2021-2022	0	17	0.00%	13.97%
	2022-2023	3	45	6.67%	13.18%
	2023-2024	5	68	7.35%	14.58%
	2024-2025	4	72	5.56%	12.70%
	2021-2025	12	202	5.94%	13.59%
Analysis	The school's combined proficiency rate of 5.94% is 7.65 percentage points lower than the resident district's proficiency rate of 13.59%.				
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			2	
Satisfactory	The school's proficiency rate exceeds the resident district average by up to 10 percentage points.			1	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	Robbinsdale Percent Proficient
	2021-2022	1	17	5.88%	29.75%
	2022-2023	6	45	13.33%	26.33%
	2023-2024	8	68	11.76%	28.82%
	2024-2025	3	72	4.17%	27.26%
	2021-2025	18	202	8.91%	27.89%
Analysis	The school's combined proficiency rate of 8.91% is 18.98 percentage points lower than the resident district's proficiency rate of 27.89%.				

III.C Attain Grade-level Proficiency- "Hispanic or Latino" Focus Group State Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The percent of students improving an achievement level is greater than 10 percentage points above the state percent AND/OR the school improves the percent of students improving an achievement level by more than 20 percentage points from the baseline year.			2	
Satisfactory	The percent of students improving an achievement level exceeds the state percent by up to 10 percentage points AND/OR the school improves the percent of students improving an achievement level by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The percent of students improving an achievement level does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Number of Students Improving an Achievement Level	Total Number of Students Tested	Escuela Éxitos Percent Improving	State Percent Improving
	Baseline	3	35	8.57%	
	2022-2023	3	35	8.57%	13.46%
	2023-2024	15	70	21.43%	12.87%
	2024-2025	6	81	7.41%	12.96%
	2021-2025	24	186	12.90%	13.09%
Analysis	The school's combined advancement rate of 12.90% is 0.19 percentage points lower than the state's advancement rate of 13.09%.				
	From the baseline year rate of 8.57% the school's advancement rate decreased to 7.41%, a decrease of 1.16 percentage points.				
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The percent of students improving an achievement level is greater than 10 percentage points above the state percent AND/OR the school improves the percent of students improving an achievement level by more than 20 percentage points from the baseline year.			2	
Satisfactory	The percent of students improving an achievement level exceeds the state percent by up to 10 percentage points AND/OR the school improves the percent of students improving an achievement level by 10-20 percentage points from the baseline year.			1	
Not Satisfactory	The percent of students improving an achievement level does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students Tested	Escuela Éxitos Percent Proficient	State Percent Proficient
	Baseline	6	35	17.14%	
	2022-2023	6	35	17.14%	16.24%
	2023-2024	14	70	20.00%	17.76%
	2024-2025	8	81	9.88%	16.59%
	2021-2025	28	186	15.05%	16.87%
Analysis	The school's combined advancement rate of 15.05% is 1.81 percentage points lower than the state's advancement rate of 16.87%.				
	From the baseline year rate of 17.14% the school's advancement rate decreased to 9.88%, a decrease of 7.27 percentage points.				

III.D Attain Grade-level Proficiency- "Hispanic or Latino" Focus Group Resident District Comparison					
Performance Rating	MCA-Math Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The percent of students improving an achievement level is greater than 10 percentage points above the resident district percent.			2	1
Satisfactory	The percent of students improving an achievement level exceeds the resident district percent by up to 10 percentage points.			1	
Not Satisfactory	The percent of students improving an achievement level does not exceed the resident district.			0	
Results	Year	Number of Students Improving an Achievement Level	Total Number of Students Tested	Escuela Éxitos Percent Improving	Robbinsdale Percent Improving
	2022-2023	3	35	8.57%	8.14%
	2023-2024	15	70	21.43%	10.68%
	2024-2025	6	81	7.41%	10.99%
	2021-2025	24	186	12.90%	9.96%
Analysis	The school's combined advancement rate of 12.90% is 2.94 percentage points higher than the resident district's advancement rate of 9.96%.				
Performance Rating	MCA-Reading Goals (Grades 4-8)			Point Value	Points Earned
Exemplary	The percent of students improving an achievement level is greater than 10 percentage points above the resident district percent.			2	0
Satisfactory	The percent of students improving an achievement level exceeds the resident district percent by up to 10 percentage points.			1	
Not Satisfactory	The percent of students improving an achievement level does not exceed the resident district.			0	
Results	Year	Number of Students Improving an Achievement Level	Total Number of Students Tested	Escuela Éxitos Percent Improving	Robbinsdale Percent Improving
	2022-2023	6	35	17.14%	15.28%
	2023-2024	14	70	20.00%	20.04%
	2024-2025	8	81	9.88%	12.90%
	2021-2025	28	186	15.05%	16.10%
Analysis	The school's combined advancement rate of 15.05% is 1.05 percentage points lower than the resident district's advancement rate of 16.10%.				

IV. All Students Graduate from High School (As Measured by Growth)					
IV.A All Students Graduate from High School- All Students K-3					
Performance Rating	NWEA MAP Fall-Spring Spanish Reading Growth Targets Grades K-3 (Fall to Fall Norms for Spanish Not Available)			Point Value	Points Earned
Exemplary	Students on average make more than 120 percent of their projected growth AND/OR the school improves growth by more than 20 percentage points from the baseline year.			4	4
Satisfactory	Students on average make 100-120 percent of their projected growth AND/OR the school improves growth by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Students on average make less than 100 percent of their annual projected growth and the school does not improve growth by at least 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Number of Students
	Baseline	303	1044	29.02%	64
	2021-2022	303	1044	29.02%	64
	2022-2023	508	1174	43.27%	73
	2023-2024	1009	2078	48.56%	122
	2024-2025	1379	2107	65.45%	129
	2021-2025	2896	5359	54.04%	452
Analysis	The school's combined percent of growth made is 54.04%. From the baseline year percent of 29.02%, the school's percent increased to 65.45%, an increase of 36.43 percentage points.				

IV.B All Students Graduate from High School- Students Below Grade Level Make High Growth					
Performance Rating	NWEA MAP Fall-Fall Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students below grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by more than 20 percentage points from the baseline year.			4	
Satisfactory	50-60 percent of students below grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50 percent of students below grade level make their NWEA expected growth target and the school does not improve its percent of students meeting their target by 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Students Below Grade Level Tested	Percent of Students	
	Baseline	14	23	60.87%	
	2022-2023	14	23	60.87%	
	2023-2024	25	43	58.14%	
	2024-2025	50	63	79.37%	
	2025-2026	38	68	55.88%	
	2022-2026	127	197	64.47%	
Analysis	The school's combined percent of students meeting their growth target is 64.47%. From the baseline year percent of 60.87%, the school's percent decreased to 55.88%, a decrease of 4.99 percentage points.				
Performance Rating	NWEA MAP Fall-Fall Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 60 percent of students below grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by more than 20 percentage points from the baseline year.			4	
Satisfactory	50-60 percent of students below grade level make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 50 percent of students below grade level make their NWEA expected growth target and the school does not improve its percent of students meeting their target by 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Students Below Grade Level Tested	Percent of Students	
	Baseline	7	18	38.89%	
	2022-2023	7	18	38.89%	
	2023-2024	13	36	36.11%	
	2024-2025	36	63	57.14%	
	2025-2026	36	85	42.35%	
	2022-2026	92	202	45.54%	
Analysis	The school's combined percent of students meeting their growth target is 45.54%. From the baseline year percent of 38.89%, the school's percent increased to 42.35%, an increase of 3.46 percentage points.				

Performance Rating	NWEA MAP Fall-Fall Math Growth Targets (Grades 4-8)	Point Value	Points Earned		
Exemplary	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth AND/OR the school improves its percent of growth made by more than 20 percentage points from the baseline year.	4	4		
Satisfactory	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.	2			
Not Satisfactory	Less than 50 percent of the students below grade level make their NWEA expected growth target and/or the students below grade level who meet their NWEA growth target is less than 120 percent of the NWEA target growth and the school does not improve its percent of growth made by 10 percentage points from the baseline year.	0			
Results					
	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	Baseline	240	121	198.35%	60.87%
	2022-2023	240	121	198.35%	60.87%
	2023-2024	364	189	192.59%	58.14%
	2024-2025	838	395	212.15%	79.37%
	2025-2026	568	392	144.90%	55.88%
	2022-2026	2010	1097	183.23%	64.47%
Analysis	The school's combined average growth for NWEA MAP is 183.23% and the students below grade level who made expected growth is 64.47%. From the baseline year percent of growth made of 198.35%, the school's percent decreased to 144.90%, a decrease of 53.45 percentage points.				

Performance Rating	NWEA MAP Fall-Fall Reading Growth Targets (Grades 4-8)	Point Value	Points Earned		
Exemplary	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve more than 150 percent of the NWEA target growth AND/OR the school improves its percent of growth made by more than 20 percentage points from the baseline year.	4			
Satisfactory	More than 50 percent of the students below grade level meet their NWEA growth target AND the students below grade level who meet their NWEA growth target achieve 120-150 percent of the NWEA target growth AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.	2			
Not Satisfactory	Less than 50 percent of the students below grade level make their NWEA expected growth target and/or the students below grade level who meet their NWEA growth target is less than 120 percent of the NWEA target growth and the school does not improve its percent of growth made by 10 percentage points from the baseline year.	0			
Results					
	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Below Grade Level Who Made Expected Growth
	Baseline	103	69	149.28%	38.89%
	2022-2023	103	69	149.28%	38.89%
	2023-2024	364	189	192.59%	36.11%
	2024-2025	838	395	212.15%	57.14%
	2025-2026	616	401	153.62%	42.35%
	2022-2026	1921	1054	182.26%	45.54%
Analysis	By 2025-2026, 57.14% of students below grade level met their target and the students overall, made more than 150% of the NWEA target. From the baseline year percent of growth made of 149.28%, the school's percent increased to 153.62%, an increase of 4.34 percentage points.				

IV.C Meet or Exceed National Growth Norms- Students At or Above Grade Level Making Medium or High Growth					
Performance Rating	NWEA MAP Fall-Fall Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 50 percent of students at or above grade level will make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by more than 20 percentage points from the baseline year.			4	4
Satisfactory	40 - 50 percent of students at or above grade level will make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 40 percent of students at or above grade level make their NWEA expected growth target and the school does not improve its percent of students meeting their target by 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Students At/Above Grade Level Tested	Percent of Students	
	Baseline	4	4	100.00%	
	2022-2023	4	4	100.00%	
	2023-2024	5	7	71.43%	
	2024-2025	5	9	55.56%	
	2025-2026	10	26	38.46%	
	2022-2026	24	46	52.17%	
Analysis	The school's combined percent of students meeting their growth target is 52.17%. From the baseline year percent of 100%, the school's percent decreased to 38.46%, a decrease of 61.54 percentage points.				
Performance Rating	NWEA MAP Fall-Fall Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 50 percent of students at or above grade level will make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by more than 20 percentage points from the baseline year.			4	2
Satisfactory	40 - 50 percent of students at or above grade level will make their NWEA expected growth target AND/OR the school improves its percent of students meeting their target by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 40 percent of students at or above grade level make their NWEA expected growth target and the school does not improve its percent of students meeting their target by 10 percentage points from the baseline year.			0	
Results	Year	Students Meeting or Exceeding Their Growth Target	Students At/Above Grade Level Tested	Percent of Students	
	Baseline	6	9	66.67%	
	2022-2023	6	9	66.67%	
	2023-2024	5	14	35.71%	
	2024-2025	4	9	44.44%	
	2025-2026	2	9	22.22%	
	2022-2026	17	41	41.46%	
Analysis	The school's combined percent of students meeting their growth target is 41.46%. From the baseline year percent of 66.67%, the school's percent decreased to 22.22%, a decrease of 44.44 percentage points.				

Performance Rating	NWEA Fall-Fall MAP Math Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 40 percent of the students scoring at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve more than 120 percent of the NWEA target growth AND/OR the school improves its percent of growth made by more than 20 percentage points from the baseline year.			4	
Satisfactory	More than 40 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve 100-120 percent of the NWEA target growth AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 40 percent of the students at or above grade level make their NWEA expected growth target and/or the students at or above grade level who meet their NWEA growth target is less than 100 percent of the NWEA target growth and the school does not improve its percent of growth made by 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Above Grade Level Who Made Expected Growth
	Baseline	63	33	190.91%	100.00%
	2022-2023	63	33	190.91%	100.00%
	2023-2024	51	35	145.71%	71.43%
	2024-2025	72	30	240.00%	55.56%
	2025-2026	152	91	167.03%	38.46%
	2022-2026	338	189	178.84%	52.17%
Analysis	The school's combined average growth for NWEA MAP is 178.84% and the students at or above grade level who made expected growth is 52.17%. From the baseline year percent of growth made of 190.91%, the school's percent decreased to 167.03%, a decrease of 23.88 percentage points.				

Performance Rating	NWEA Fall-Fall MAP Reading Growth Targets (Grades 4-8)			Point Value	Points Earned
Exemplary	More than 40 percent of the students scoring at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve more than 120 percent of the NWEA target growth AND/OR the school improves its percent of growth made by more than 20 percentage points from the baseline year.			4	
Satisfactory	More than 40 percent of the students at or above grade level meet their NWEA growth target AND the students at or above grade level who meet their NWEA growth target achieve 100-120 percent of the NWEA target growth AND/OR the school improves its percent of growth made by 10-20 percentage points from the baseline year.			2	
Not Satisfactory	Less than 40 percent of the students at or above grade level make their NWEA expected growth target and/or the students at or above grade level who meet their NWEA growth target is less than 100 percent of the NWEA target growth and the school does not improve its percent of growth made by 10 percentage points from the baseline year.			0	
Results	Year	Aggregate of Actual RIT Growth Points Made	Aggregate of Expected RIT Growth Points	Percent of Growth Made	Percent of Students Above Grade Level Who Made Expected Growth
	Baseline	96	41	234.15%	66.67%
	2022-2023	96	41	234.15%	66.67%
	2023-2024	48	31	154.84%	35.71%
	2024-2025	38	19	200.00%	44.44%
	2025-2026	15	8	187.50%	22.22%
	2022-2026	197	99	198.99%	41.46%
Analysis	The school's combined average growth for NWEA MAP is 198.99% and the students at or above grade level who made expected growth is 41.46%. From the baseline year percent of growth made of 234.15%, the school's percent decreased to 187.50%, a decrease of 46.65 percentage points.				

These are the Climate Performance Indicators. They are 10.20% of the points possible.

V. The School Conditions Promote a Climate of Engagement

V.A Attendance Rates

Performance Rating	Attendance Rate Goals (Grades K-8)	Point Value	Points Earned
Exemplary	More than 94% attendance rate.	2	1
Satisfactory	90-94 percent attendance rate.	1	
Not Satisfactory	Less than 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2021-2022	89.86%	
	2022-2023	93.09%	
	2023-2024	91.09%	
	2024-2025	91.23%	
	2025-2026	N/A	
Analysis	The school's combined attendance rate is 91.58%. The school continues to collect Student Attendance data, but the results for the 2025-2026 year were not available for the renewal decision.		

V.B Parent Engagement

Performance Rating	Goals for Parent Event Attendance Rates (Grades K-8)	Point Value	Points Earned
Exemplary	More than 90% attendance rate.	2	2
Satisfactory	80-90 percent attendance rate.	1	
Not Satisfactory	Less than 80 percent attendance rate.	0	
Results	Year	Attendance Rate	
	2021-2022	95.50%	
	2022-2023	96.06%	
	2023-2024	91.39%	
	2024-2025	93.79%	
	2025-2026	N/A	
Analysis	The school's combined parent event attendance rate is 93.74%. The school continues to collect Parent Event Attendance data, but the results for the 2025-2026 year were not available for the renewal decision.		

V.C Parent Satisfaction					
Performance Rating	Goals for 5-Point Parent Satisfaction Survey Results (Grades K-8)			Point Value	Points Earned
Exemplary	More than 90 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			2	2
Satisfactory	80-90 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			1	
Not Satisfactory	Less than 80 percent of parents agree (4) and strongly agree (5) that they are satisfied with the school performance.			0	
Results	Year	Number of Parents Agreeing/Strongly Agreeing	Total Number of Parents Surveyed	Percent of Parents Agreeing/Strongly Agreeing	Percent of Parents Participating
	2021-2022	80	87	91.95%	100.00%
	2022-2023	85	88	96.59%	57.89%
	2023-2024	164	169	97.04%	93.89%
	2024-2025	194	195	99.49%	97.01%
	2025-2026	N/A	N/A	N/A	N/A
	2021-2026	523	539	97.03%	86.94%
Analysis	The combined percent of parents satisfied with the school's performance is 97.03%. The school continues to collect Parent Satisfaction Survey data, but the results for the 2025-2026 year were not available for the renewal decision.				
V.D Mobility					
Performance Rating	Students Remain Enrolled October 1 to End of Year Goals (K-8)			Point Value	Points Earned
Exemplary	Less than 10 percent of students transfer out.			2	2
Satisfactory	10-15 percent of students transfer out.			1	
Not Satisfactory	More than 15 percent of students transfer out.			0	
Results	Year	Number of Students Who Transfer Out After October 1	Total Number of Students Enrolled October 1	Percent of Students Who Transfer Out After October 1	
	2021-2022	21	111	18.92%	
	2022-2023	1	127	0.79%	
	2023-2024	0	203	0.00%	
	2024-2025	0	215	0.00%	
	2025-2026	N/A	N/A	N/A	
	2021-2026	22	656	3.35%	
Analysis	The school's combined percent of students transferring out after October 1 is 3.35%. The school continues to collect Student Mobility data, but the results for the 2025-2026 year were not available for the renewal decision.				

V.E Student Engagement					
Performance Rating	Student Ownership of Learning Goals (Grades 3-8)			Point Value	Points Earned
Exemplary	More than 90 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			2	2
Satisfactory	70-90 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			1	
Not Satisfactory	Less than 70 percent of students can identify their goals, strategies for reaching them, and status toward reaching the goals.			0	
Results				Percent of Students that can identify their goals, strategies for reaching them, and status toward reaching the goals	
	Year	Number of Students	Total Students		
	2021-2022	110	110	100.00%	
	2022-2023	150	150	100.00%	
	2023-2024	238	238	100.00%	
	2024-2025	262	262	100.00%	
	2025-2026	N/A	N/A	N/A	
	2021-2026	760	760	100.00%	
Analysis	The school's combined percent of students that can identify their goals, strategies for reaching them, and status toward reaching the goals is 100%. The school continues to collect Student Ownership of Learning data, but the results for the 2025-2026 year were not available for the renewal decision.				

These are the Operations Performance Indicators. They are 10.20% of the total Performance Framework points possible.

VI. School is Compliant with Contract and Statute

VI.A Compliance

Performance Rating	Compliance Goals	Point Value	Points Earned
Exemplary	No infractions.	10	5
Satisfactory	No more than three infractions AND any infraction is resolved by assigned deadline.	5	
Not Satisfactory	More than three infractions or infractions not resolved by assigned deadline.	0	
Analysis	The school had no more than three infractions and all infractions were resolved by assigned deadline (Title IA Schoolwide Plan).		

These are the Finance Performance Indicators. They are 14.29% of the total Performance Framework points.

VII. School is Financially Solvent/Sustainable

VII.A Finance Awards

Performance Rating	Goals for Awards	Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient	2	1
Satisfactory	Finance Award Recipient (formerly administered by MDE)	1	
Not Satisfactory	Not a Finance Award Recipient	0	
Analysis	The school was an FY25 Finance Award Recipient.		

VII.B Fund Balance

Performance Rating	Fund Balance Goals	Point Value	Points Earned						
Exemplary	Reserve is at least 20% as measured by end of year reserve.	10	10						
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserve.	5							
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserve.	0							
Results	<table border="1"> <thead> <tr> <th>Fund Balance</th> <th>Expenditures</th> <th>SOD Calculation</th> </tr> </thead> <tbody> <tr> <td>\$1,600,877</td> <td>\$2,458,459</td> <td>65.12%</td> </tr> </tbody> </table>	Fund Balance	Expenditures	SOD Calculation	\$1,600,877	\$2,458,459	65.12%		
Fund Balance	Expenditures	SOD Calculation							
\$1,600,877	\$2,458,459	65.12%							
Analysis	The school has built a reserve of 65.12% in 2024-2025.								

VII.C Financial Audit

Performance Rating	Financial Audit Goals	Point Value	Points Earned
Exemplary	No findings cited in the audit.	2	2
Satisfactory	No more than one finding (nonmaterial) cited in the audit.	1	
Not Satisfactory	More than one finding cited in the audit.	0	
Analysis	The school had no findings in FY26 for the FY25 audit.		

Contract Renewal and Intervention

NEO schools must achieve at least a Satisfactory Rating (50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Compliance, Finance) to be automatically recommended for a three-year contract renewal.

NEO schools must achieve at least an Exemplary Rating (70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.

Summary and Analysis

Based on information available to date, Escuela Éxitos has earned 60 points out of 98 points possible, 61.22%.

Based on information available to date, Escuela Éxitos is approved for a 3-year contract renewal.

Academic Performance Points Earned	33		
Academic Performance Total Points Possible	64		
Academic Performance Percent of Points Earned	51.56%		
Academic Performance Percent of Total Framework Points	65.31%		
Climate Performance Points Earned	9		
Climate Performance Total Points Possible	10		
Climate Performance Percent of Points Earned	90.00%		
Climate Performance Percent of Total Framework Points	10.20%		
Operations Performance Points Earned	5		
Operations Performance Total Points Possible	10		
Operations Performance Percent of Points Earned	50.00%		
Operations Performance Percent of Total Framework Points	10.20%		
Finance Performance Points Earned	13		
Finance Performance Total Points Possible	14		
Finance Performance Percent of Points Earned	92.86%		
Finance Performance Percent of Total Framework Points	14.29%		
Performance Framework Points Earned	60		
Performance Framework Total Points Possible	98		
Performance Framework Percent of Total Points	61.22%		

9. Types and amounts of insurance liability coverage the charter school must obtain, consistent with Minn. Stat. §124E.03, subdivision 2(d), per Minn. Stat. §124E.10, subdivision 1(a)(9). Minn. Stat. §124E.03, subdivision 2(d) notes that a charter school is a district for the purposes of tort liability under chapter 466. Chapter 466.04 details the specific required insurance amounts.

See Section 6 Operating Requirements Subsection 6.14. Insurance of this Agreement.

10. Consistent with Minn. Stat. §124E.09, paragraph (d), a provision to indemnify and hold harmless from any suit, claim, or liability arising from any charter school operation: 1) the authorizer and its officers, agents, and employees; and 2) notwithstanding 3.736, the commissioner and department officers, agents, and employees; per Minn. Stat. §124E.10, subdivision 1(a)(10).

See Section 6 Operating Requirements Subsection 6.15. Assumption of Liability of this Agreement.

11. The term of the contract, which for an initial contract may be up to five years plus a preoperational planning period, or for a renewed contract or a contract with a new authorizer after a transfer of authorizers, may be up to five years, if warranted by the school's academic, financial, and operational performance per Minn. Stat. §124E.10, subdivision 1(a)(11).

Effective date: June 1, 2026

Expiration date: June 30, 2029

12. How the charter school board of directors or the charter school operators will provide special instruction and services for children with a disability under Minn. Stat. §§125A.03 to 125A.24, and 125A.65, and a description of the financial parameters within which the charter school will provide the special instruction and services to children with a disability, per Minn. Stat. §124E.10, subdivision 1(a)(12).

Guided by the federal Individuals with Disabilities Education Act (IDEA) and Minnesota regulations, the School ensures all special education students receive a free and appropriate public education guided by the Individualized Education Program (IEP), which results in a comprehensive plan addressing needs specific to individual students.

The School offers programs and services for students who have met special education eligibility in any of the thirteen disability areas identified in Minnesota Rules Chapter 3525. The School also follows requirements pertaining to districts special education responsibilities found in the United States Code, title 20, chapter 33, sections 1400 et seq., and Code of Federal Regulations, title 34, part 300.

After enrollment of each student, the School will proceed with the request for transfer documents including any assessment results and existing IEP or 504 plans for the students. After enrollment, in the initial registration form and conference with family, information will also be collected. The School will use a Special Needs "Child Find Process" continuously to identify, provide interventions for and if warranted, assess students for placement in Special Education and/504 services and develop the appropriate IEP.

- **Law:** 125A.03 SPECIAL INSTRUCTION FOR CHILDREN WITH A DISABILITY. (a) As defined in paragraph (b), every district must provide special instruction and services, either within the district or in another district, for all children with a disability, including providing required services under Code of Federal Regulations, title 34, section 300.121, paragraph (d), to those children suspended or expelled from school for more than ten school days in that school year, who are residents of the district and who are disabled as set forth in section 125A.02. For purposes of state and federal special education laws, the phrase "special instruction and services" in the state Education Code means a free and appropriate public education provided to an eligible child with disabilities and includes special education and related services defined in the Individuals with Disabilities Education Act, subpart A, section 300.24.

- **Child Find:** A child find process for identifying and potentially referring students for intervention and/or assessment of special education needs will include:
 - o Special education information in marketing materials, on the school's web site, and in brochures
 - o Information requested on Transfer of Records request.
 - o Examination of records of incoming students.
 - o Parental Request for evaluation.
 - o A child study team will monitor and research the needs of any child suggested for assessment, service and/or other help.
 - o Classroom teachers will be in-serviced on pre-referral and referral procedures
 - Procedures necessary to ensure parents are consulted, informed, and kept apprised.
 - Proper management of a student IEP including the provision and monitoring of all required educational and related services.

- The various forms and documents that must be prepared, updated and filed related to a special needs student including initial referrals, and more.
 - A procedure for maintaining confidentiality and accurate and timely reporting.
 - Data collections as required by IDEA, and the state; for example, the number of students being provided special education services; the types and numbers of students exempted from state assessments; the basis of exit of students with disabilities from the school.
- **IEP:** The Case Manager will follow all Special Education due process laws. The Case Manager will facilitate an annual IEP meeting to review students' progress, strengths, weaknesses, present level performance, and consult with all team members including parents regarding students' progress or lack of progress. Goals and objectives will be written in accordance to students' disabilities and needs. The team will also review and discuss appropriate adaptations, modifications, test assessments, technology needs and transportation needs. After the meeting, the Case Manager will follow Minnesota Special Education best practice policies; which is to have the IEP written and sent out within 4 days, giving parents 10 days to review the IEP. The IEP will be implemented after the IEP has been agreed upon and signed by the parent or after the 14 days are up. At this time, all relevant teachers will be notified of the student's adaptations and modifications of the IEP. The goals and objectives will be monitored and reported in writing as often as the general education student body is monitored as reported, and parents will be notified of progress in writing.
 - **Staffing:** The School contracts with a third party to serve as the Special Education Director to provide leadership and guidance in special education. With the assistance of the contracted third-party special education director, the school has developed a Total Special Education System Manual to comply with all state and federal requirements as outlined, to ensure that the needs of special education students are met. In addition, the school hires a Special Education Teacher (multiple licenses preferred) and as many HQ Special Education Assistants as required by the IEPs. All Special Education staffing and supplies are outlined in the school's budget, including the SPED director in the Budget. Currently, over 90% of the expenditures for SPED are billed to the home district of student residence and the school will receive additional resources from Federal SPED payments.

504 Plans:

- **Law:** Section 504 is a civil rights law that prohibits discrimination against individuals with disabilities. Section 504 ensures that the child with a disability has equal access to an education. The child may receive accommodations and modifications. Unlike the Individuals with Disabilities Education Act (IDEA), Section 504 does not require the school to provide an individualized educational program (IEP) that is designed to meet the child's unique needs and provides the child with educational benefit. Under Section 504, fewer procedural safeguards are available to children with disabilities and their parents than under IDEA.

- **Child Find:** Similar to the special education program, a child find process for identifying and potentially referring students for determination of eligibility 504 needs will include:
 - o Special education information in marketing materials, on the school's web site, and in brochures
 - o Information requested on Transfer of Records request.
 - o Questions asked on home visits.
 - o Examination of records of incoming students.
 - o Parental Request for evaluation.

• **504 Plan:** A 504 plan will be developed by appropriate and qualified staff that meets the requirements of the law. This plan will assure non-discrimination and full rights to FAPE. Examples of 504 eligibility include those students that narrowly miss qualifying for SPED services, students with injuries, physical handicaps, and others.

• **Staffing:** As a small charter school, the School assigns the duties of 504 plans with assistance from the SPED director.

The School acknowledges the provisions of Minnesota Statutes 124E, and rules regarding its obligation to provide certain data to the Commissioner. When the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the school shall provide to the Commissioner as required a description of the financial parameters within which the school will operate to provide special education instruction and services to such children.

13. The specific conditions for contract renewal that identify performance of all students under the primary purpose of Minn. Stat. §124E.01, subdivision 1, as the most important factor in determining whether to renew the contract, per Minn. Stat. §124E.10, subdivision 1(a)(13).

The primary purpose of Escuela Éxitos is to improve the learning, achievement, and success of all students. The specific conditions for contract renewal that identify performance under the primary purpose as the most important factor in determining contract renewal, are as follows.

The Academic Performance Indicators are worth a total of 52 points out of 86 points possible (60.5%) of the total Performance Framework points possible. Because the majority of points possible are based on Academic Performance Indicators, performance under the primary purpose of improving the learning, achievement, and success of all students is the most important factor in determining contract renewal. For a description of the Academic Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

School authorized by NEO must achieve at least a Satisfactory Rating (at least 50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Operations, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (at least 70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision. A three-year term may be extended based on the extenuating circumstances.

14. The additional purposes under Minn. Stat. §124E.01, subdivision 1, and related performance obligations under clause (7) contained in the charter contract as additional factors in determining whether to renew the contract, per Minn. Stat. §124E.10, subdivision 1(a)(14).

The additional purposes of Escuela Éxitos are to increase quality learning opportunities for all pupils, encourage the use of different and innovative teaching methods, and increase professional development opportunities for teachers.

The Climate Performance Indicators are worth 10 of the total Performance Framework points possible (11.60%), the Governance Performance Indicators are worth 10 (11.60%), and the Finance Performance Indicators are worth 14 (16.30%). These indicators measure student attendance, parent satisfaction, student retention, legal compliance and fiscal health.

NEO and Escuela Éxitos have determined that these additional indicators are important for the school's capacity to achieve the additional purposes and therefore serve as additional factors in determining contract renewal.

For a description of the Climate, Governance and Finance Performance Indicators see Item (3) of the Addendum to this Agreement: (3) A description of the School program and the specific academic and nonacademic outcomes that pupils must achieve.

School authorized by NEO must achieve at least a Satisfactory Rating (at least 50% of points possible) in the Performance Framework overall and in each performance area (Academic, Climate, Operations, Finance) to be automatically recommended for a three-year contract renewal and at least an Exemplary Rating (at least 70% of points possible) in the Performance Framework overall to be automatically recommended for a five-year contract renewal.

All contract renewals will be for either three or five years. Fewer than three years does not provide enough information on which to make a renewal decision. A three-year term may be extended based on the extenuating circumstances.

15. Per Minn. Stat. §124E.10, subdivision 1(b), the plan for an orderly closing of the school under chapter 317A, that establishes the responsibilities of the school board of directors and the authorizer, whether the closure is a termination for cause, a voluntary termination, or a nonrenewal of the contract. The plan must establish who is responsible for: (1) notifying the commissioner, school district in which the charter school is located, and parents of enrolled students about the closure; (2) providing parents of enrolled students information and assistance to enable the student to re-enroll in another school; (3) transferring student records under Minn. Stat. §124E.03, subdivision 5, paragraph (b), to the student's resident school district; and (4) closing financial operations.

School Closure Plan

This School Closure Plan provides a starting point for coordinating the process of closing a School. The closure of any School authorized by NEO will be carried out with attention to all applicable state and federal laws, and in consultation with the Minnesota Department of Education. The School must provide sufficient information and assistance enabling students to enroll in another School in the event of a closure. The School must create a plan including responsible party and timeline for completion for all of the following necessary actions. The School's board must adopt the School wind up plan within 20 days of notification of closure and the plan must be updated at least twice per month. Priority should be given to continuing the School's educational program through the end of the charter termination and retaining funds to complete the wind up process.

The Authorizer will oversee and monitor the implementation of this School closure plan, including collection of all required documents and required reporting.

Name of School:	Address:
Date of Closing:	School contact person(s) to send and receive communication:

	Responsible Party	Timeline for Completion	Actual Completion	Status
Students and Families				
Notify parents of the coming closure: Parents or legal guardians of all students enrolled should be notified as soon as the decision is made to close the School. The notice should include the School's plans to help students identify and transition into a new School. The notice should include 1) the date of the last day of regular instruction, 2) information and offer of assistance sufficient to enable the student to reenroll in another School, 3) a list of and contact information for the charter, public and private Schools in the area, and 4) the date of optional School fair coordinated by the School with representatives of area Schools. Provide the Authorizer with a copy of the notice. Provide sufficient information and assistance enabling students to enroll in another school.	School			
Continue current instructional program as specified in the School's charter, including administration of state-mandated assessments.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
<p>Within 7 days after the end of classes, provide parents/guardians with copies of final report cards and notice of where student records will be sent and specific contact information. The notice must advise the parent/guardian to contact the School where the student intends to enroll and to have the student's new School contact the School's district of location to have the student's educational records transferred to the new School. The student records must be sent to the student's new School upon the new School's request. After the School closes, and unless the student's records are requested by another School, the remaining student records will be sent to each student's School district of residence. The School will provide the Authorizer with a copy of the notice.</p>	School			
<p>Transfer pupil records and testing materials to students' resident districts. If the parents do not request transfer of records to a specific School, student records must be sent to the student's resident district. All end of year grades and evaluations must be completed and made part of the student records, including any IEP/Committee on Special Education meetings/progress reports. Testing material, including scores, test booklets, etc. required to be maintained by the School must also be forwarded to the new School.</p>	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
<p>No later than 10 business days after the School closes, send student records to the new School including;</p> <p>1) Individualized Education Programs and all records regarding special education and supplemental services, 2) student health and immunization records, 3) attendance records, 4) grades, 5) assessments/testing data, 6) credits earned, 7) MARSS numbers, and all other student records.</p> <p>If a student's record contains formal disciplinary records, provide notice to the student and student's parent/guardian that the records will be transferred as part of the student's educational record. This requires an individual file by file review. To the extent that scores will come into existence after the end of classes, arrangements must be made with the testing agent to forward such material to the new School.</p>	School			
Staff				
Provide contact information, and list of employees/School Board members and correspondent responsibilities to the Authorizer.	School			
Terminate any contracts and cancel any programs extending beyond the charter termination.	School			
Pay state and federal payroll taxes; pay all TRA and PERA dues.	School			
Coordinate termination of insurance benefits.	School			
Provide letters of recommendation for staff.	School			
Pay Staff through last day of employment.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Financial and Legal				
Create an escrow account to cover closure costs. Segregate by School Board resolution in a separate checking account to be used for legal, accounting, and other expenses to dissolve the School.	School			
Reconcile final General Education Aid amount.	School			
Track all Special Education expenditures (Special Education information required during a School closure is essentially the same information that would be required during a Special Education Fiscal Monitoring visit).	School			
Track expense information (save all invoices) for federal Planning Grant; coordinate grant wrap-up with MDE liaison including submission of final Expenditure Report.	School			
Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event that the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location with operational telephone service and voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved. Reconcile final Lease Aid amount.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
<p>Examine contracts with vendors and arrange for their termination – seek to fulfill contractual requirements to the greatest extent possible given the School's resources.</p> <p>If the local education agency (LEA) contracts with an outside vendor to complete fiscal work specify how financial information will be accessed until dissolution.</p> <p>Retain records of past contracts with proof that they were fully paid. Telephone, gas, electric, water, insurance for example should remain operative through the end of classes and to the extent necessary to wind up the School's affairs beyond that time.</p>	School			
<p>Ensure safe keeping of the School's physical assets, financial assets, and the facility during the shutdown process.</p> <p>Auction/sell assets in a manner that avoids conflicts of interests.</p> <p>Protect assets against theft, misappropriation and deterioration.</p> <p>Maintain insurance as until final dissolution.</p> <p>No later than 30 days prior to the end of classes, all of the School's assets must be inventoried. Provide the Authorizer with a copy of the inventory and separately identify assets purchased with federal grant dollars and owned by any entity other than the School.</p>	School			
<p>Formulate list of creditors and debtors and any amounts accrued and unpaid. Provide this list to the Authorizer. Solicit from each creditor a final accounting of the School's accrued and unpaid debt.</p> <p>Negotiate a settlement of debts. Within thirty (30) days the School must contact all debtors and demand payment.</p> <p>Debtors include persons who owe the School fees or credits and any person holding property of the School.</p>	School			
<p>The School must reconcile its billings and payments with the districts, including special education payments.</p>	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Provide for disposal of the School's assets according to Minnesota Chapter 317A.	School			
Liquidate or close bank accounts according to schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, and for final audit and dissolution. Cancel corporate credit cards and lines of credit. Change authorized signatures on accounts as needed.	School			
File final tax returns and reports.	School			
Arrange for final audit. File as requested by Minn. Stat. §124E.	School			
Close out all State and Federal grants.	School			
All liabilities and obligations of the School must be paid and discharged to the extent of the School's assets. Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools. An itemized receipt must be obtained from each recipient of an asset containing name, address and telephone number of the recipient. In closing out any federal grant and accounting for federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Notifications and Miscellaneous				
Notify the Minnesota Department of Education and the Commissioner and schedule the MDE audit, as applicable.	School and Authorizer			
After an employee termination date is established, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with Applicable Law and regulations (i.e. COBRA), including healthcare, health insurance, life insurance, dental plans, eyeglass plans, cafeteria plans, teacher retirement plans and other.	School			
Notify employees of eligibility for Minnesota Unemployment Insurance pursuant to any applicable law and regulations. In the event that the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the end of classes, and additional reserve funds should be set aside.	School			
Notify the local School district of the closure, including 1) the closure date, 2) students that they will be getting, 3) a phone number/contact person to call for records, and 4) notification regarding cessation and transportation services if applicable. Provide the Authorizer with a copy of the notice.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Within 30 days, formulate a list of all contractors with contracts in effect; the list should briefly describe the service and whether any property such as the photocopier is related to the contract. Notify the contractors regarding cessation of School operations. If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain. Provide the Authorizer with a copy of the notice.	School			
As required by the contractual notice requirements, cancel School district or private transportation services.	School			
Notify the local media of the School closure – communicate proactively and attending to the positive aspects of the charter school movement as well as the specific circumstances leading to this School’s closure	School			
Notify the Offices of the Minnesota Secretary of State and Attorney General	School			
Notify the IRS of the dissolution of the education corporation and its 501(C)(3) status and any address change of the School contact, and file required tax returns and reports.	School			

	Responsible Party	Timeline for Completion	Actual Completion	Status
Interim and Final Statements of Notification to Authorizer: No later than 10 days after the end of classes, prepare and submit to the Authorizer the status of all contracts and other obligations of the School and all funds including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing 1) all creditors and any amounts paid to them, 2) any amounts of debt, 3) all amounts owed to School by debtors, 4) all income generated through sale and auction of assets. No later than 10 days prior to filing of a dissolution proceeding, the School must provide a final statement to the Authorizer with all of the above information.	School			
The School Board must follow the dissolution provisions provided by Applicable Law. The Board must adopt an intent to dissolve resolution which includes the plan of dissolution, secure any required affirmation/approvals, file notice of intent to dissolve with the Minnesota Secretary of State and the Minnesota Attorney General's office, publish notice for unknown creditors and provide written notice to known, distribute assets. The Board must approve the Articles of Dissolution and file them with the Secretary of State as well as provide a copy to the Authorizer.	School			

16. The agreed-upon Authorizer fee structure (Minn. Stat. § 124E)

The fee charged by the Authorizer to the School shall be the maximum allowable under Minn. Stat. §124E.

17. Plan to Address Any Outstanding Obligations from the Previous Contract

See the following pages.

To succeed in our efforts to close the achievement gap for our students we will:

- Ensure our students are proficient in their first/native/home language, as that is necessary to learn a second language (English). Our immersion program supports this practice for the 86% Hispanic/Latino students.
- Continue to progress monitor and assess students in both languages (English/Math) and in both content areas (Reading and Math). This means that we will continue to use NWEA Map and assess our students 3 times a year.
- Use data to guide our instruction and use centers to implement our MTSS.
- Establish Power Goals for students and work on student's identified strategies during Tier II and Tier III interventions.
- Ensure student know their Power Goals and other performance data. Have them track their progress towards their goal.
- Ensure students master HFW (High Frequency Words – Dolch/Fry) and PP (Palabras de Poder) to increase reading fluency. Use word walls to emphasize content vocabulary.
- Promote more writing (in both languages) with the use of sentence starters or writing prompts.
- During our language intervention period have 2nd – 3rd grade students focus on English, while our 4th-8th grade student get WIN (What I Need).

Escuela Exitos will achieve a higher percent of students move from DNM (Does not Meet) to PM (Partially Meets) and from PM to Meets standards as measured by the Minnesota Comprehensive Assessments. The data shows that the longer the students are enrolled at Escuela Exitos, the narrower the proficiency gap gets.

Additionally, as student develop their bilingual brains (4th-8th), data will show that they outperform their comparison group peers enrolled in monolingual schools.

18. The Charter School Board membership roster.

See the following page.

Escuela Exitos Board Roster

Name	E-mail	Position (Chair, Vice Chair, Secretary, Treasurer)	Seat (Parent, Community Member, Teacher with File Folder #)	Term Start and Term End Dates
Luis Vanegas	lvaneegas@exitosed.org	Ex-Officio	N/A	N/A
Kenia Tafoya	ктаfoya@exitosed.org	Member	Parent	July 2024 - June 2026
Colleen Klein	cklein@exitosed.org	Member	Teacher #466193 Expires 6/28	July 2024 - June 2026
Sam Pfeifer	spfeifer@exitosed.org	Chair & Secretary	Community Member	July 2024 - June 2027
Angela Redu	aredu@exitosed.org	Member	Parent	July 2024 - June 2026
Ingris Orozco	iorozco@exitosed.org	Co-Treasurer	Teacher #1012804 - Expires 06/26	July 2024 - June 2026

19. Copy of School's Certificate of Incorporation or Good Standing issued by the Minnesota Secretary of State's Office.

See the following page.

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Delta Academy of Technology and Innovation
Date Filed: 01/24/2023
File Number: 1369268200024
Minnesota Statutes, Chapter: 317A
Home Jurisdiction: Minnesota

This certificate has been issued on: 05/27/2026



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

20. Copy of School's Articles of Incorporation stamped with the filing date.

See the following pages.

Office of the Minnesota Secretary of State
Minnesota Nonprofit Corporation/Articles of Incorporation
Minnesota Statutes, Chapter 317A



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Incorporation:

ARTICLE 1 - CORPORATE NAME:

Escuela Éxitos

ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name

Address:

Luis Felipe Vanegas

868 129TH LANE NE BLAINE MN 55434 3298 USA

ARTICLE 3 - INCORPORATOR(S):

Name:

Address:

Luis Felipe Vanegas

868 129th Lane NE Blaine MN 55434

DURATION: PERPETUAL

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: Luis Vanegas

MAILING ADDRESS: None Provided

EMAIL FOR OFFICIAL NOTICES: Luis.Vanegas@SoyLector.org



Work Item 1195595600025
Original File Number 1195595600025

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
11/27/2020 11:59 PM

Steve Simon

Steve Simon
Secretary of State

21. Copy of the School's current (signed) bylaws adopted and approved by the School's board of directors.

See the following pages.

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BYLAWS
OF ESCUELA ÉXITOS
(the "Corporation")

ARTICLE I: PURPOSE - COMPLIANCE WITH MINNESOTA LAW

The purposes of the Corporation are as stated in its Articles of Incorporation. In the event that Minnesota law limits the powers of the Corporation Board set out herein, the law's provisions shall prevail.

ARTICLE II: OFFICES

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The Corporation may have such other offices within the State of Minnesota as the Board of Directors may determine or as the affairs of the Corporation may require. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

ARTICLE III: BOARD OF DIRECTORS

Section 1 General Powers

The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, Minn. Stat. Chapter 124E and other applicable law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

Section 2 Number, Tenure, and Qualifications

- a. Composition - The Board of Directors shall be composed of not fewer than five (5) nor more than nine (9) members, excluding *ex officio* non-voting Directors. The Board of Directors governance structure shall be to have no clear majority. Without limiting the foregoing, the Board of Directors shall include: (i) at least two (2) licensed teachers (as defined in Minn. Stat. Section 124E.07, Subd. 3(b)), but less than a majority; (ii) at least one (1) parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (iii) at least one (1) interested community member who resides in Minnesota, is not employed by the charter school, and does not have a child enrolled in the school. The Board of Directors shall in all other respects be in accordance with Minn. Stat. §124E.07.

- b. The board may change its structure only by: (1) a majority vote of the board of directors; (2) a majority vote of the licensed teachers employed by the school as teachers who provide instruction to students, including licensed teachers providing instruction under a contract between the school and a cooperative; and (3) with the authorizer's approval. Any change in board governance structure must conform with the board composition established under this section.

- c. Terms of Office - The term of office for each teacher or parent Director shall be two (2) years, and three (3) years for each community member. Directors may be reelected to successive terms, provided, however, that no individual may serve terms totaling more than twelve (12) consecutive years.

Without limiting the foregoing, the Charter School held its first board elections in the spring of 2024. These elections resulted in the terms of four directors with terms that all expire on June 30, 2026. It is the desire of the Board of Directors to stagger the terms so that fewer than four will expire in a single year, which will enhance continuity of governance for the Charter School. To that end, the following limits will apply only to the terms of the directors in office as of June 22, 2026:

Name	Board Position	Current Term Expiration	The Term for a Director Elected for this Position Will Expire on The Date Below
Kenia Tafoya	Parent	June 30, 2026	June 30, 2029
Angela Redus	Parent	June 30, 2026	June 30, 2028
Ingris Orozoco	Teacher	June 30, 2026	June 30, 2029
Colleen Klein	Teacher	June 30, 2026	June 30, 2028
Sam Pfeifer	Community Member	June 30, 2027	June 30, 2030

- d. The term of office for each newly elected Director will commence on July 1 and expire on June 30, subject to the following:
- 1.2 A parent/legal guardian may serve as a Director only so long as the parent/legal guardian has a child enrolled at the Corporation. If a parent/legal guardian disenrolls his child during his/her term of office (or if the child is expelled or graduates from the School), or is hired by the School as an employee, or begins teaching at the School pursuant to a contract between the School and a cooperative, his/her position as Director will cease immediately. The Board shall note the removal of such Director from office at the next regular meeting of the Board.
 - 2.2 A teacher employed by the Corporation, or who provides instruction at the School pursuant to a contract between the School and a cooperative, may serve as a Director only so long as he/she is an employee of the Corporation (or under contract between the Charter School and a cooperative) as defined in Minn. Stat. 124E.07, Subd.3.b. If a teacher ceases being employed by the Corporation, or ceases teaching in the School under a contract with a cooperative, during his/her term of office, his/her position as Director will cease immediately. The Board shall note the removal of such Director from office at the next regular meeting of the Board.
 - 3.2 A Director appointed to fill a vacancy shall hold office until the expiration of the term of vacated office.

- e. Directors may resign at any time by giving written notice to the Board Chair or the Secretary of the Corporation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. a Director may be removed with or without cause as provided by Minn. Stat. Chapter 317A (or successor statute) by an affirmative majority vote of the Directors then in office excluding the Director proposed for removal.
- f. A Board vacancy shall exist if any Director becomes ineligible (i.e. -- due to withdrawal of a student or cessation of employment), dies, resigns, or is removed. It is the responsibility of the Board of Directors to fill vacant positions as promptly as possible. Unless otherwise provided by Minn. Stat. Section 317A.227 (or successor statute), any vacancy on the Board of Directors shall be filled by the appointment of a new qualified individual (i.e. – parent for a parent position) by the affirmative vote of a majority of the then-remaining Directors present at a duly noticed meeting. Any director may make recommendations to the Board to fill vacancies on the Board; provided, however that the Board may also consider candidates other than those nominated and/or recommended. A Director filling a vacancy shall hold office until the expiration of the term for such position, or, if earlier, resignation, termination, or disqualification (i.e. – an individual holding a parent position whose child disenrolls from the Corporation).
- g. Advisors to the Board of Directors and Ex Officio Nonvoting Board Members - As permitted by Minn. Stat. §124E.07, subd. 3(d), at the invitation of the Board of Directors, any designated Charter School administrator may serve as an ex-officio nonvoting board member.:

Section 3 Number, Tenure, and Qualifications

- a. Nomination and Application Process – At least ninety (90) days prior to the Corporation's election, the Board of Directors will solicit nominations from staff, board members and school leaders and accept applications for all of the Board member positions that will be filled and announced at the next election. The Board of Directors will compile the list of nominees and notify eligible voters of the nominees for each position thirty (30) days prior to the election.
- b. Eligible Voters - Any staff members who are employed at Escuela Éxitos, teachers who are employed by and provide instruction at Escuela Éxitos, teachers providing instruction at Escuela Éxitos under a contract with a cooperative, all parents and legal guardians of students enrolled at Escuela Éxitos, and current Directors are the voters eligible to elect the members of Board of Directors. An individual who falls into multiple categories (i.e. parent/legal guardian who is also an employee of the Corporation) shall have the right to exercise one (1) vote.
- c. The Board of Directors will determine the method for voting, which may include in-person election, written ballots, email or online voting, telephonic voting, or other method, provided that the Board of Directors will endeavor to implement a method of voting that is reasonably likely to enable participation by the maximum number of eligible voters.

Section 4 Regular Meetings

Regular meetings of the Board of Directors shall be held and a schedule of the regular meetings shall be kept on file at the Corporation's primary offices and posted on the School's website. If the Board decides to hold a regular meeting at a time or place different than the time or place stated in its schedule of regular meetings, it shall give the same notice that is required for a special meeting. The notice shall designate the time, place, and date of such meeting and will be in compliance with the Minnesota Open Meeting Law, Minn. Stat. Chap. 13D.

Section 5 Special Meetings

Special meetings of the Board of Directors may be called at any time, for any purpose, by the Board Chair or upon the written request of any two directors. Notice of special meetings will be provided consistent with the provisions of the Minnesota Open Meeting Law, Minn. Stat. Chap. 13D. Notice of a special meeting of the Board of Directors shall be posted on the School's website and on the School's principal bulletin board and e-mailed or mailed to each director at least three (3) days before the day on which the meeting is to be held.

Section 6 Quorum and Adjourned Meeting

A meeting at which at least a majority of the members of the Board of Directors are present shall constitute quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the director or directors present thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

Section 7 Voting

Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section 8 Compensation

Directors shall not receive compensation for their services as a Director. The directors of this Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to this Corporation.

Section 9 Committees of the Board

The Board of Directors may designate, define the authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons but need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee. No committee of the Board shall contain a quorum of Directors of the Corporation. Each committee shall be chaired by a Director of the Corporation. All committees shall be advisory to the Board of Directors. No committee will have independent discretion to act on behalf of the Corporation.

ARTICLE IV: OFFICERS and DUTIES

Section 1 Officers Election and Term

The officers of the Corporation shall be elected by the Board of Directors, and shall consist of a Board Chair, Vice-Chair, Secretary, Treasurer and such other officers or assistant officers as the Board of Directors shall determine is needed from time to time all serving a one (1) year term. No individual may serve more than 6 consecutive terms as an officer of the Board of Directors.

Section 2 Vacancies

A vacancy in any office of this Board of Directors occurring by reason of death, disqualification, resignation or removal shall be filled for the unexpired portion of the term by appointment of a successor by the Board of Directors.

Section 3 Board Chair

The Board Chair shall:

1. Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation;
2. Collaborate with the Executive Director in preparing and distributing the agenda and the notice of the meetings of the Board;
3. Preside at all meetings of the Board of Directors or arrange for another officer to preside in the following order: Vice-Chair, Secretary, Treasurer;
4. Sign and deliver, in the name of the School, all deeds, mortgages, bonds, contracts, or other instruments requiring an officer's signature, with the advice and consent of the Board of Directors; and
5. Have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A. 3 05, subd. 2, and as the Board of Directors may from time to time prescribe.

Section 4 Vice-Chair

The Board Vice-Chair shall:

1. Perform the duties of the Chair in the absence of the Chair or in the event of his or her inability or refusal to act, and when so acting, the Vice-Chair shall have all of the powers of, and be subject to all of the restrictions upon, the Chair. The Vice-Chair shall cease to perform the duties of the Chair when the Chair returns or a new Chair is elected by the Board of Directors.
2. Assist the Chair in such manner as the Chair or the Board of Directors deems desirable; and Publish minutes of the Committees of the Board in accordance with these Bylaws and state law; and
3. Perform such other duties as from time to time may be assigned to him or her by the Chair or by resolutions of the Board of Directors.

Section 5 **Secretary**

The Secretary shall:

1. Be responsible for keeping records of Board actions, including overseeing the taking of minutes at all Board meetings;
2. Distribute copies of minutes to all Board members;
3. Publish the minutes of Board meetings in accordance with these Bylaws and state law;
4. Maintain the documents and records of the School; and
5. Perform such other duties as may be prescribed by the Board or the Board Chair from time to time.

Section 6 **Treasurer**

The Treasurer shall:

1. Chair the Board's Budget and Finance Committee, if one is so constituted, or any other committee the purpose of which is primarily to oversee and develop the School's budget and finances;
2. Keep accurate accounts of all monies of the School received or disbursed;
3. Deposit all monies, drafts and checks in the name of, and to the credit of, the School in such banks and depositories as the Board of Directors shall from time to time designate;
4. Have the care and custody of the corporate funds and securities;
5. Have the power to endorse for deposit all notes, checks, and drafts received by the School;
6. Disburse the funds of the School as ordered by the Board of Directors, making proper vouchers therefore;
7. Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors or by the Board Chair; and
8. Have such powers and perform such duties as are set forth in Minn. Stat. Section 317A.305 Subd. 3.

ARTICLE V: DISTRIBUTION OF ASSETS

Section 1 **Right to Cease Operations and Distribute Assets**

By a two-thirds (2/3) vote of all directors, the Board of Directors may resolve that the Corporation cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution

and direct designated officers of the Corporation to perform all acts necessary to effect a dissolution. Written notice as required by these Bylaws shall be given to all voting members stating that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmative vote of a two-thirds (2/3) of a quorum of voting members of the Corporation taken at a meeting during which the resolution is brought before the voting members. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

Section 2 Cessation and Distribution

When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable and shall liquidate and distribute all the Corporation's assets to other entities in accordance with Minn. Stat. §317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minn. Stat. §317A.723.

ARTICLE VI: INDEMNIFICATION

Section 1 Indemnification

Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minn. Stat. §317A.521 and/or Minn. Stat. Chap. 466; provided that the foregoing shall not limit liability of a Director to the Corporation under Minnesota Statutes Section 124E.07, Subd. 3(e-f). The Corporation shall not be obligated to indemnify any other person or entity, except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. The Corporation shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law.

This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

Section 2 Insurance

The Corporation may, but shall not be required to, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minn. Stat. §317A.521, the Articles of Incorporation, or these Bylaws.

ARTICLE VII: AMENDMENTS

Subject to the right of the voting members to adopt, amend, and repeal these Bylaws as set forth in Minn. Stat. §317A.181, subd. 2(b) (and any amendments thereto), the power to adopt, amend, or repeal the Bylaws is vested in the Board of Directors.

ARTICLE VIII: FINANCIAL MATTERS

Section 1 Contracts

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and any such authority may be general or confined to specific instances.

Unless so authorized by the Board of Directors or these Bylaws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

Section 2 Loans and Pledges

No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of Directors.

Section 3 Authorized Signatures

All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

Section 4 Deposits

All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.

Section 5 Documents Kept at Registered Office

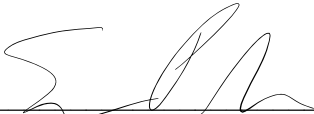
The Board of Directors shall cause to be kept at the registered office of this Corporation originals or copies of any document required by law, including, but not limited to:

- 5.1 Records of all proceedings of the Board of Directors and all committees;
- 5.2 Records of all votes and actions of the members;
- 5.3 All financial statements of this Corporation; and
- 5.4 Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

Section 6 Accounting System and Audit

The Board of Directors shall cause to be established and maintained, in accordance with provisions of Minnesota law and, to the extent not in conflict with the law, with generally accepted accounting principles applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation. The Board is required by law to and shall cause the records and books of account of the Corporation to be audited at least once each fiscal year as of June 30 of any year (or such other date as the law may require) and at such other times as it may deem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

Adopted and Board Approved
12-10-2019

By: 

Sam Pfeifer (Board Chair)

Amended and Board Approved
6-22-2026

Date: 6/25/26

22. NEO Policy for Schools Contracting with a Service Provider (Education Management Organization or Charter Management Organization) if applicable.

School Agrees to Meet the Conditions Set Forth in the Following Policy

As the entities responsible to the public for overseeing the performance of charter schools (“Charter School”), authorizers must hold charter school boards accountable for ensuring a quality education at the schools they govern.

If a school relies on an external service provider (“Service Provider”) to implement key terms of the charter between the authorizer and the school, the Service Provider’s effectiveness is critical to the school’s ability to perform as described in the charter.

Thus, it is essential for authorizers to adequately review and oversee a school’s relationship with its Service Provider.

NEO requires schools that propose working with an External Service Provider, including a charter management organization and education management organization (each, a “Service Provider”) to address the following.

Comprehensive Management Services

In the event a Charter School intends to enter into a contract with a Service Provider (“Service Contract”) including with a Charter Management Organization or Education Management Organization, all of the following requirements must be met by the Charter School:

- The Service Contract shall set forth the primacy of the Contract with NEO over the Service Contract, and the Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter Contract.
- The Charter School governing board contracting with a Service Provider shall retain independent legal counsel to represent the Charter School in contract negotiations as well as throughout its relationship with a Service Provider.
- The Charter School governing board contracting with a Service Provider shall retain independent audit and financial services to represent the Charter School in budgeting as well as financial reporting throughout its relationship with a Service Provider.
- NEO shall be provided and review and reserve the right to comment on the proposed Service Contract at least 30 days before it is executed.
- NEO shall be provided for review and reserve the right to comment all material Service Contract amendments as well as new or renewed Service Contracts at least 30 days before they are approved by the charter school board.

- The Service Contract, new or renewed, and all material contract amendments shall be submitted to NEO no later than thirty (30) days prior to the effective date. If NEO determines that the Service Contract does not comply with the NEO required provisions set forth below, or that entering into the Service Contract would otherwise be a violation of the conditions set forth below, the Charter School Agreement, or the Charter School Law, then NEO shall notify the Charter School within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Contract unless and until the deficiencies noted by NEO have been remedied to NEO's reasonable satisfaction.

Required Service Management Organization Contract Provisions

Generally, the draft Service Contract should clearly and specifically define the Service Provider's proposed role and responsibilities, payment structure, property ownership, methods for performance evaluation, and termination and renewal procedures, including in the event of School closure.

Roles and Responsibilities: allocation of responsibilities between the parties in areas such as financial management; personnel including who has the responsibility of hiring and firing; charter performance and compliance; educational, operational and policy decision-making; requirements to attend board meetings and community events; and any areas where the governing board has non-delegable legal responsibilities (e.g., adopting an annual budget).

A description and terms of the services to be provided during the term of the contract.

Contract Duration not to exceed five years, Renewal and Termination: assurance that a governing board has the right and ability, if necessary, to terminate a contract in a timely manner if it is in the school's interest with contracts with a termination right.

Notice that a charter school closure during the term of the contract by action of the authorizer or the school's board results in the balance of the current contract becoming null and void.

An annual statement of assurance to the charter school board that the CMO or EMO provided no compensation or gifts to any charter school board member, staff member, or agent of the charter school.

An annual statement of assurance that no charter school board member, employee, contractor, or agent of the CMO or EMO or any affiliated organization is a board member of the charter school or any other charter school.

Performance Oversight and Evaluation: description of clear methods and standards that will guide the governing board in overseeing and evaluating the Service Provider; and provide for a right to terminate by the Charter School on no less than thirty (30) days' notice if those standards are not met; The Service Contract shall require that the Service Provider furnish the Charter School with all information deemed necessary by the Charter School or the Board for the proper completion of the budget, quarterly reports, or Financial Audits, required under Section 6 of the Charter School Agreement.

- The Service Contract shall provide that all financial reports provided or prepared by the Service Provider shall be presented in a nonprofit format approved by the Charter School as meeting requirements in the state.
- The Service Contract shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to the criminal background check requirements contained the Education Code to the same extent as employees of the Charter School.
- The Service Contract shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source, including but not limited to the Federal Charter School Program (CSP) grant.

Compensation and Finances: Identification of how and how much a Service Provider will be compensated for its services, and what role a management service provider will play in developing budgets and managing finances.

The total dollar value of the contract including the annual projected costs of services.

Budget. The annual budget prepared by the Charter School shall include, without limitation, the following itemized information:

- All revenue anticipated by the Service Provider to be received from the Charter School.
- All expenses and anticipated expenses associated with the operation and management by the Service Provider of the Charter School.
- All expenses associated with the operation of the governing board of the Charter School, including without limitation personnel, occupancy, and travel expenses, if any, and provided that if these expenses are not paid out of expenses received from or through the Board, such expenses shall not be required to be separately itemized hereunder.
- All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid for the products and services to be delivered under the Service Provider Contract by the Charter School.
- All investments in the Charter School by the Service Provider, including the expected returns on equity for such investments.
- An itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Contract.
- The Financial Audits required of the Charter School Agreement shall include review of all fees and payments made by the Charter School to the Service Provider.

Any agreement with a CMO or EMO containing any of the following provisions is null and void:

- restrictions on the charter school's ability to operate a school upon termination of the agreement;
- restrictions on the annual or total amount of the school's operating surplus or fund balance;
- authorization to allow a CMO or EMO to withdraw funds from a charter school account; or
- authorization to allow a CMO or EMO to loan funds to the charter school.

Intellectual and Physical Property: clarification of ownership of instructional materials developed at the school using public funds, and of physical property obtained to operate the school; all agreements must allow for the continued use of any instructional materials provided by the Service Provider after termination for a reasonable fee; and that all instructional materials, furnishings and equipment purchased or developed with School funds remain the property of the School and not the Service Provider. The Service Contract shall identify whether or not a facility agreement exists with the Service Provider and, if so, the School shall provide a copy of the facility agreement to NEO. The Service Provider management agreement must contain an annual assurance that all assets purchased on behalf of the charter school using public funds remain assets of the school.

The Service Provider management agreement must contain policies and protocols that meet federal and state laws regarding student and personnel data collection, usage, access, retention, disclosure and destruction, and indemnification and warranty provisions in case of data breaches by the CMO or EMO.

Contingency Planning for Terminated Contracts: assurance of a smooth transition in the event that a service relationship is terminated, including the transfer of school records and property at no cost to the Charter School.

The Service Contract shall be terminable by the Charter School, in accordance with its bylaws or other established termination procedures, (A) upon material default by the Service Provider that is not remedied, including without limitation any act or omission of the Service Provider that causes a material default under the Charter School Agreement or that causes the Charter School to be in material violation of the Charter Schools Law that is not remedied, or (B) for other good cause as agreed by the Charter School and the Service Provider.